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CURRENT TOPICS.

APPEALS FROM the Chancery Division appear in the list for the Hilary Sittings only to the number of 28. Those which are interlocutory will be heard as usual on Wednesdays, and, subject to this, final appeals will be heard each day. A special day will be appointed for the hearing in Court of Appeal No. 1 of admiralty appeals with assessors. In this court there is a more important list of appeals from the Queen's Bench Division, amounting in number to 53 in all. On Mondays and Fridays interlocutory appeals and bankruptcy appeals will be heard, and on these days new trial motions may also be taken.

DURING THE present sittings witness actions in the Chancery Division will, for the eight weeks commencing on the 15th of January and ending on the 9th of March, be heard as follows:—Mr. Justice KEKEWICH will begin on the 15th of January and hear witness actions each day (with the exception of Monday, the 21st of January) until the 26th of January, and during that period his motions and unopposed petitions will be heard on Thursdays and Saturdays by Mr. Justice STIRLING. From Tuesday, the 29th of January, Mr. Justice CHITTY will hear witness actions each day (with the exception of Monday, the 4th of February) until the 9th of February, and during that period his motions and unopposed petitions will be heard on Thursdays and Saturdays by Mr. Justice NORTH. On Monday, the 12th of February, Mr. Justice NORTH will begin to hear witness actions, and continue each day (with the exception of Monday, the 18th of February) until the 23rd of February, and during that period his motions and unopposed petitions will be taken on Thursdays and Saturdays by Mr. Justice CHITTY. Mr. Justice STIRLING will commence the hearing of witness actions on Tuesday, the 26th of February, and will continue each day (with the exception of Monday, the 4th of March) until the 9th of March, and during that period his motions and unopposed petitions will be heard on Thursdays and Saturdays by Mr. Justice KEKEWICH. It is hardly necessary to say that Mr. Justice ROMER will hear witness actions every working day.

THE ARRANGEMENT as to the hearing of witness actions being incomplete, so far as it does not cover the whole of the sittings up to the 11th of April, there is left an opening for a further scheme if necessary. There are in the lists of the five judges of the Chancery Division 232 witness actions, and in the event of any judge running short of work in the shape of non-witness actions or adjourned summonses, any witness actions remaining in his list can be taken.

WE PRINT elsewhere a set of draft rules of court which have been published pursuant to the Rules Publication Act, 1893. The first revokes the Chancery Funds Amended Orders, 1874, and R. S. O., ord. 22, r. 12. Rule 12, which prescribes that in the Chancery Division the manner of payment into and out of court, and the manner in which money in court shall be dealt with, is to be subject to the rules for the time being in force under the Court of Chancery Funds Act, 1872—that is, the Supreme Court Funds Rules, 1894—is apparently unnecessary. The matters hitherto regulated by the Chancery Funds Amended Order, 1874, are now dealt with by rules of court. Three rules are inserted in order 22: one prescribing the notice to be given to other parties when money is lodged in court; another requiring a statement in a petition or summons as to payment of duty, where the fund to be dealt with is chargeable with duty; and another regulating proceedings with respect to dormant funds. The fifth rule of the set is marked ord. 54, r. 4a. This should be assigned to order 54b. It provides for the title of proceedings under the Trustees Act, 1893. The sixth rule amends in two points ord. 55, r. 13a, which prescribes what applications under the same Act may be made by summons; the seventh includes affidavits among the documents which, under ord. 61, r. 19, must be distinguished by the proper reference to the record; and the eighth, reproducing the provisions of rule 16 of the Chancery Funds Amended Orders, 1874, prohibits the deposit at the Central Office of the effects of suitors consisting of jewels or plate or other articles of a like nature or negotiable securities.

WHAT IS the effect of the avoidance of a settlement under section 47 of the Bankruptcy Act, 1883, as regards incumbrancers on the settled property whose claims are subject to the settlement? Do they get the advantage of the avoidance and take the property free from the settlement, or does the trustee in the bankruptcy of the settlor step in and take the subject-matter of the settlement for the benefit of the general body of the creditors? Some colour is lent to the latter of these two propositions by the words of section 47, but in *Sanguinetti v. Stuckey's Bank* (43 W. R. 154) CHITTY, J., decided in favour of the former. In March, 1883, the tenant for life of settled property, by a voluntary post-nuptial settlement, charged his life interest with an annuity of £800 in favour of his wife and children. Subsequently he gave the plaintiff an equitable charge on his life interest. Within two years of the date of the settlement he became bankrupt, and the trustee in bankruptcy had the settlement set aside. By section 47 it is declared that under such circumstances the settlement is to be void "against the trustee in bankruptcy," and hence it was argued that the avoidance only affects him, and cannot accelerate the interest of any subsequent mortgagee. But, as CHITTY, J., pointed out, for the argument to be successful, the trustee, at the same time that he relies on the avoidance of the settlement in his own favour, must also treat it as subsisting against the subsequent incumbrancers, and there is nothing in the section which entitles him to do this. Apparently he is the only person who can obtain the avoidance of the settlement, but when this step has been taken, he cannot immediately re-establish the settlement as against other claimants. The effect consequently is to benefit in the first instance the subsequent incumbrancers, and the general body of the creditors only benefit indirectly by virtue of this acceleration.

ACCORDING to the annual table issued by the *Publishers' Circular*, the last year was marked by an extraordinary increase in the number of new law books. In 1893 there were only 27 new works on law, while in 1894 there were no fewer than 126. On the other hand, the number of new editions issued in each year was precisely the same—namely 23. These figures entirely accord with our own observation; we do not remember any year in which so many works reached us for review. Of course this is to some extent accounted for by the present mania for consolidating and codifying statutes. When an Act like the Sale of Goods Act, 1893 [passed 20th February, 1894], becomes law, most practitioners want to have before them a reference

to the sources of the various provisions of the code; there is a perfectly legitimate opening for new books explaining the mode in which the old law has been embodied. The same may be said of the Copyhold Act, 1894, the Merchant Shipping Act, 1894, and perhaps, to some extent, of the Diseases of Animals Act, 1894. Such Acts as these not only call forth new books, but also new editions of old works. Yet we hardly think that the passing of these consolidating statutes accounts for the extraordinary flood of legal literature. There are the non-consolidating Acts to be taken into account. The supply of treatises on any particular statute naturally depends to a considerable extent on the number of persons likely to be affected by its operation, and few Acts appear to have had more numerous commentators than the Local Government Act, 1894. We imagine that we have reviewed nearly a score of books on this subject. The Finance Act, 1894, has naturally called forth several works, but we do not think they number more than half a dozen. Apart from statutory stimulus, there are some subjects on which there is a perennial flow of treatises. One of these is company law, which seems always to afford material for new treatment. How many of the 126 new law books published last year are likely to live is a question of somewhat melancholy aspect. There is a process of natural selection always going on: first, a rush of treatises on a particular subject; then, after the lapse of some time, second editions of two or three of them; and finally, one of them attains the position of the standard work on the subject. There are some matters, however, on which lawyers may congratulate themselves. In point of type, paper, and general excellence of "get up" there is a vast improvement to be noticed in law books, and in these respects there is really very little left to be desired. The leaves of books are now almost invariably cut open—an apparently small reform which is really a great benefit to the reader. We are sorry to say that in the matter of indexes to law books there is still a great deal of room for improvement. We should like to see a statute passed rendering a legal writer liable to a heavy fine who allows his index to contain such entries as "Married Woman: see *feme covert*," or, indeed, any entry referring to another heading without giving the page. We do not often now see such entries as occurred in the index to a learned treatise published some years ago. "Waterclosets: see Corporation Aggregate"; "Surgeon: see Promissory Notes"; but there is still a good deal of this silly cross-reference to other headings, thereby giving the reader double trouble. Many indexes (including that to a valuable book of precedents) are seriously defective in not giving any reference to some portions of the book. We think that the shrewd and capable men who control the publication of law books would do well to impress on their authors the enormous importance of the index to these books.

THE EXACT ground of decision in *Young v. Grote* (4 Bing. 253) has been the subject of much discussion. The customer of a bank gave his wife a blank cheque, leaving her to fill up the blank as necessity might require. She filled it up in such a manner that the clerk to whom she gave it to be cashed was able to increase the amount, and he obtained and misappropriated the difference. It was held that, though a bank cannot ordinarily charge a customer with money paid on a forged cheque, yet here it was different, and the customer could not complain if the loss was thrown on him. It seems, in the judgments delivered in the case, to have been considered sufficient to say that the loss was due to the customer's negligence, without considering the exact effect of that negligence on the legal position of the parties, and this effect has been discussed more carefully in subsequent cases. Since the cheque is forged, it can in itself be no authority to the banker to make the payment, and hence *prima facie* he cannot debit his customer with it. The easiest way of avoiding this result is to say that the banker has a cross right of action against the customer for his negligence, and it is to avoid circuity of action that the banker is allowed to set up the negligence as a defence to the customer's complaint. This view was adopted by COCKBURN, C.J., in *Swan v. North British Australasian Co.* (2 H. & C., p. 190); and in *Halsbury*

Re Isaac
—
Re Burdett
—

Union v. Wheelwright (L. R. 10 Ex., p. 192) it was said to give the most exact ground of the decision in *Young v. Grote*. But if the banker can set up the negligence as a defence to the customer's claim, this means in practice that the customer is estopped by his negligence from claiming against the banker. The case has also been explained on the ground that a person who signs a blank cheque thereby gives authority to any person into whose hands it may fall to fill it up as he pleases, and hence the banker is secured by such authority (see *per PARKER, B.*, in *Roberts v. Tucker*, 16 Q. B., p. 580); and in the recent case of *Schofield v. Earl of Lonsborough* (ante, p. 164) Lord ESHER, M.R., rejecting the doctrine of estoppel, observed that *Young v. Grote* was only to be supported on the ground of implied authority. Such implication of authority, however, is a mere fiction, and seems to be the least satisfactory way of treating the matter. The real question is as to the negligence and the liability for it. In *Schofield v. Earl of Lonsborough* the acceptor of a bill of exchange accepted it for £500, but in such a form that it was easy for the drawer to alter the amount to £3,500, and then negotiate the bill at the higher figure. An indorsee, who took the bill in good faith and for value, claimed the £3,500 against the acceptor. On the bill the acceptor was of course only liable for £500, and Lord ESHER, with whose judgment RIGBY, L.J., concurred, held that the acceptor had no relation except with the drawer. But the drawer could not complain of negligence, and hence no person subsequently taking through him could complain. LOPES, L.J., on the other hand, held that the acceptor of a negotiable instrument owes a duty to subsequent holders to take care that the document as accepted does not offer facilities for the commission of a crime. Hence he treated the case as falling within the principle of *Young v. Grote*, and the acceptor was liable for the neglect of duty. In the result the decision of CHARLES, J., was affirmed, but the divergence of opinion is of sufficient importance to make a settlement of the question by the House of Lords desirable.

IN THE CASE of *Ehrmann v. Ehrmann* (43 W. R. 125) STIRLING, J., had an interesting question before him on the effect of a clause in partnership articles empowering each partner to nominate a son to succeed to his share in the partnership. The clause contained the condition that no son should succeed until he attained twenty-one. There were five partners, and several of them had nominated sons to succeed them under the clause, but none of the sons so nominated had attained the prescribed age. Four of the partners brought an action against the fifth for dissolution of the partnership, and the defendant contended that the sons who had been nominated ought to be made parties. It would obviously be inconvenient if the existence of such contingent interests fettered the actual partners in the exercise of their ordinary rights as partners, so as to prevent a dissolution of the partnership in the absence of the nominees, and STIRLING, J., held that it had no such effect. It was urged that the clause in the articles created a trust in favour of the sons, and so it did apparently with respect to any interest to which a son would be entitled under it when the clause was ready to operate in his favour. But the trust did not attach immediately, and a dissolution of the partnership would effectually prevent it from ever attaching at all. In *Pago v. Cox* (10 Hare, 163) partnership articles provided that the share of one of the partners should upon his death go to his widow. TURNER, V.C., observed that this was a contract which might be put an end to by a dissolution of the partnership, though otherwise it took effect in favour of the widow. So *Re Flavell* (32 W. R. 102, 25 Ch. D. 89) shews that a clause giving the widow of a deceased partner an annuity will be effectual to take the annuity out of the partner's estate, and vest it in the widow free from the claims of his creditors, but it does not shew that the right to the annuity would not be lost by a dissolution of the partnership. In *Ehrmann v. Ehrmann* STIRLING, J., held that any such rights under a partner conferred by the partnership articles are contingent on the continuance of the partnership, and hence only the existing partners are necessary parties to an action for dissolution.

THE DECISION OF VAUGHAN WILLIAMS AND KENNEDY, JJ., in

Re Isaacson (43 W. R. 128) involves an interesting application of the doctrine established in *Re Burdett* (36 W. R. 345, 20 Q. B. D. 310). In that case it was held that a bill of sale which, in addition to personal chattels, included property not affected by the Bills of Sale Acts, might be valid as to the latter, although, for non-compliance with the statutory requisites, it was void as to the personal chattels. The bill of sale, so far as it related to the two classes of property respectively, was treated as severable into two instruments, and, though void in toto as to the personal chattels (*cf. Davies v. Rice*, 17 Q. B. D. 408), it was valid as to the property not affected by the Acts. The property in question in that case was a gas engine and fittings constituting trade machinery of the kind excluded by section 5 of the Bills of Sale Act, 1878, from the definition of personal chattels contained in section 4. In *Re Isaacson* the two classes of property which it was sought to sever were a piano and the benefit of the hire agreement under which the piano was let. The lessor of the piano had purchased it from the manufacturer on credit, and, after entering into an agreement for hire of the piano, assigned both the piano and the hire agreement to the manufacturer by way of security. It is, perhaps, a question of some nicety in whom the ownership of the chattel is vested under such an agreement; but it was assumed by the court that the assignment by the lessor dealt with the property in the piano, and that, so far, it was void under the Bills of Sale Acts. There remained the question whether the assignment, so far as it affected the hire agreement, was severable; and the court, acting on the analogy of *Re Burdett*, held that it was. Consequently, as the hire agreement was not a personal chattel within the Acts, the assignment of it was good. It is to be noticed that the assignment of the property in the piano, and the assignment of the agreement, both passed rights in the same article; but this does not seem to prevent them from being assignments of distinct species of property.

CONTRIBUTION BETWEEN TORTFEASORS.

THE case of *Merryweather v. Nizan* (1799, 8 T. R. 186, 2 Smith's L. C. 569), which has been treated as having established the rule that there is no contribution between tortfeasors, has of late excited so much comment that it is important to examine what exactly the decision was, what precise principle of law it laid down, and to what extent that principle has been treated as sound in subsequent cases.

There is, we believe, no earlier reported decision bearing directly on the point, although an old case of *Philips v. Biggs* (1659, Hardres, 164) was, it is true, cited in argument; but it will be seen on referring to that case that it is of no authority, as the decision came to by the court is not reported. In *Philips v. Biggs* the plaintiff sought contribution from the defendant as executrix of her husband, and the case was that the plaintiff and the testator were sheriffs, and there had been a recovery against them for an escape in the testator's lifetime, and £500 damages recovered, which the plaintiff had paid and satisfied, "to which the defendant ought to contribute, as the Bill suggests." The report goes on, "The court doubted hereof, the case being *prima impressionis*, and resembled it to the case of two joint obligors; but what became of it *non constat*." Now two comments may be made upon this case: one is that how the case was decided does not appear, the other is that the court were apparently inclined to decide it in the negative, on the ground that whether or no a right to contribution might have been established in the lifetime of the co-tortfeasor, yet on his death no action would lie against his representatives in accordance with the rule as to joint obligors, for by the death of one of the obligors his executor is wholly discharged. In short, the opinion indicated by the court in *Philips v. Biggs* was no guide one way or the other towards arriving at the correct conclusion in *Merryweather v. Nizan*, and, moreover, as an authority on the question whether there is contribution between tortfeasors its value is nil.

We next come to the case of *Merryweather v. Nizan*, the facts of which were as follows: "One STARKY brought an action on the case against the present plaintiff and defendant for an injury

[what the injury was does not appear] done by them to his reversionary estate in a mill, in which was included a count in trover, for the machinery belonging to the mill; and having recovered £840, he levied the whole on the present plaintiff, who thereupon brought this action against the defendant for a contribution of a moiety, as for so much money paid to his use." Lord KENYON decided against the plaintiff's claim for contribution. He said, "He had never before heard of such an action having been brought where the former recovery was for a tort," but he qualified his decision by saying "that this decision would not affect cases of indemnity, where one man employed another to do acts, not unlawful in themselves, for the purpose of asserting a right."

In weighing the case as an authority we must consider whether or not we are justified in treating Lord KENYON's judgment as establishing this proposition: "There is no contribution between tortfeasors except in cases where the wrongful act is not unlawful in itself." If this is the true view, the decision certainly lays down an important, and, as it seems to us, a perfectly sound principle of law, and one in fact which coincides with principles laid down by other judges in later cases. Thus Sir WILLIAM GRANT, M.R., in *Lingard v. Bromley* (1812, 1 V. & B. 114), states the general rule thus: "Where entire damages are recovered against several defendants guilty of a tort, a court of justice will not interfere to enforce contribution among the wrongdoers," and then draws a distinction between a tort and the non-performance of a civil obligation. In *Betts v. Gibbins* (1834, 2 A. & E. 57) Lord DENMAN said that the case of *Merryweather v. Nizan* seemed to him to have been strained beyond what the decision would bear. "The general rule," he says, "is that between wrongdoers there is neither indemnity nor contribution: the exception is, where the act is not clearly illegal in itself." The tendency of such subsequent decisions is that, if in *Merryweather v. Nizan* Lord KENYON intended to lay down a hard and fast rule to the effect that there should be no implied right to contribution between tortfeasors in any case, that view cannot be supported. On the other hand, that the law will not imply a right to contribution between persons committing an act unlawful on the face of it is a sound proposition, and may, perhaps, be all that Lord KENYON intended to decide.

There is, however, no doubt that as a rule of law, and subject to such exceptions, the rule that there is no contribution between tortfeasors is well established. Thus in *Thurleston v. Hornby* (1835, 1 Y. & C. Ex. 333) Lord ABERNETHY says: "It is a familiar principle of law that an action of trespass may be brought either against all the joint trespassers, or against each of them singly; it is equally true that at law the joint trespassers cannot sue *inter se* for contribution." And in a more recent case, decided since the Judicature Acts, Lord Justice BRAMWELL in *Horwell v. London General Omnibus Co.* (1877, 25 W. R. 512, 610, 2 Ex. D. 365) says: "It may be found that they were guilty of negligence too, and that the joint negligence caused the accident. What good will that do to the omnibus company? There is no contribution amongst wrongdoers." In the same case KELLY, C.B., says: "It is clear that there is no contribution between wrongdoers."

It is clear, then, that by English law, where two or more persons are jointly liable in respect of a tort and one is compelled to pay the whole damages, he has no right of contribution against the other—or, shortly, there is no contribution between joint tortfeasors. (As to admiralty see *The Englishman*, 43 W. R. 62; 1894, P. 239.) That is the rule, but it is not so clear what is the precise nature of the exceptions—whether, for example, if the act, although technically a "tort," is not unlawful in itself, a right to contribution may be implied.

The soundness of the rule was recently much discussed in the case of *Palmer v. Wick and Pulteneytown Steam Shipping Co.* (1894, A. C. 319), in which the House of Lords refused to apply such rule to a Scotch case, partly on the ground that there was no such rule in Scotch law and partly on the ground that the rule itself was not founded on any principle of justice or equity, or even of public policy (see *per* Lord HERSCHELL). It should, however, be observed that Lord HALSBURY was more guarded in his strictures on the English rule, and even justifies its application in certain cases. "The difficulty which has arisen

is, I think, one of words. The word 'tort' in English law is not always used with strict logical precision. The same act may sometimes be treated as a breach of contract and sometimes as a tort. But 'tort' in its strictest meaning, as it seems to me, ought to exclude the right of contribution, which would imply a presumed contract to subscribe towards the commission of a wrong." These remarks of Lord HALSBURY put the law on this subject, if we may venture to say so, on its proper footing, and at any rate furnish a justification for the existence of this long-established rule. It is not the function of a court of justice, whether legal or equitable, and now of course all courts are courts of equity, to assist a wrongdoer, and the real objection to the rule appears to be, not its propriety, but the difficulty of its application, for what one judge may consider an act clearly illegal or unlawful in itself another may treat as merely a legal wrong, and Lord HALSBURY goes even further, and doubts whether the court would be at liberty to recognize any distinction between classes of torts or quasi-delicts and delicts proper, although he thinks such a distinction is reasonable and just.

SETTLEMENT ESTATE DUTY.

II.

WE now proceed to the discussion of a few cases that occur in practice.

Strict settlements.—The questions that arise in the common case of an eldest son being entitled to a rent-charge during the joint lives of himself and his father, who is tenant for life in possession, present some difficulties. We will first consider the case where a stranger seised in fee simple settles the land as follows—viz., to the use that B., the son of A., should take a yearly rent-charge during the joint lives of himself and his father, and, subject thereto, to the use of A. for life, with remainder to the use that A.'s widow should take a jointure rent-charge, with remainder to the use of B. for life, with remainders over.

Two cases may occur, either the father or son may die first. In either case, if the settlement is made by will, or if it is made by gift *inter vivos*, and the settlor dies within a year from making the settlement, estate duty and settlement estate duty will become payable on his death, and therefore will not be payable again during the continuance of the settlement. We will suppose that the settlement is not made by will, and that the settlor survives the year.

First.—Suppose that the father dies in the son's lifetime. The question arises, Is the estate duty on the father's death to be calculated on the value of the settled land, or on that value after deducting the capital value of the son's rent-charge? It will be observed that we may regard the rent-charge as an incumbrance, in which case, as it was not an incumbrance created by the father, it may be deducted in estimating the value of his estate for the purpose of determining the amount of estate duty (section 7 (1) (a)); or we may regard it as an interest in the income of the property, in which case the value of the benefit accruing on the father's death is "the principal value of an addition to the property equal to the income of" his share of the income (section 7 (7) (b)); so that the value of the rent-charge is not to be taken into account. It may, however, be argued that, as the rent-charge ceases on the father's death, duty will have to be paid on it under section 2 (1) (a); but it must be remarked that this would be a narrow construction of the Act, as although technically the rent-charge ceases, yet what really happens is that the son's interest in the property is enlarged; during the father's lifetime the son is entitled to part only of the income of the property, on his father's death he becomes entitled to the whole of the income. It must also be observed that it is impossible to say that a benefit accrues or arises in respect of the ceasing of the rent-charge, except possibly in cases where the jointure and portions which become payable on the father's death sweep up so much of the income of the property that the son's income arising from the settled land is diminished by his father's death. On the subsequent death of the son duty will be payable on the capitalized value of his rent-charge.

Secondly.—Suppose that the son dies before his father. In this case, according to the above reasoning, duty on the son's death will be payable on the capitalized value of his rent-charge, and on the father's death it will be payable on the value of the land less the value of the rent-charge.

In either of the above cases settlement estate duty will be payable with the estate duty.

Where, under a settlement made by his father, the son takes a rent-charge during the joint lives of himself and his father, and subject thereto the property is limited to the father for life, with remainder to the son in tail, it may be argued that we must regard the substance of the transaction, which is to give to the son part of the income during the father's lifetime and the whole of the income on his death, so that no duty ought to be payable on the capitalized value of the rent-charge on the death of the father in the son's lifetime; but on the other hand it must be remembered that the rent-charge is technically an incumbrance on the father's life estate, and that, therefore, as it was not created for the father's benefit, it cannot be deducted in determining the value of the property passing at his death for the purpose of duty: Finance Act, 1894, 7 (1) (a). Probably the latter view is correct.

A READING OF THE NEW STATUTES.

NOTICE OF ACCIDENTS ACT, 1894 (57 & 58 VICT. c. 28).

This Act provides that notice of any serious accident occurring in certain employments shall be given to the Board of Trade, and it confers power on the Board of Trade to order a formal investigation of the accident and of its causes and circumstances. The employments to which the Act applies immediately are specified in the schedule. They are (1) the construction, use, working, or repair of any railway, tramway, gaswork, canal, bridge, tunnel, harbour, or other work authorised by any local or personal Act of Parliament; (2) the construction or repair by means of a scaffolding of any building which exceeds thirty feet in height, or use or working of any such building in which more than twenty persons, not being domestic servants, are employed for wages; and (3) the use or working of any traction engine or other engine or machine worked by steam in the open air. In addition, if the Board of Trade are of opinion that any other employment in which twenty persons or more, not being domestic servants, are employed by the same employer, is specially dangerous to life or limb, the Board may order that the Act shall apply to such employment. In numerous cases notice of accident is already provided for by special statutes, and these cases are excluded from the operation of the Act (section 6). A list of the statutes is given in Paterson's Practical Statutes for 1894 (p. 47). It includes statutes relating to accidents in mines, in factories and workshops, and in or about railways. The accidents of which notice must be given under the present Act are such as cause any employee "either loss of life, or such bodily injury as to prevent him on any one of the three working days next after the occurrence of the accident from being employed for five hours on his ordinary work," and the duty of giving notice of the accident is imposed on the employer (section 1). An employer who fails to fulfil this duty is liable on summary conviction to a fine not exceeding forty shillings. Section 3 regulates the manner in which an investigation of an accident is to be held, and it provides (*inter alia*) that the investigation shall be held in open court in such manner and under such conditions as the court may think most effectual for ascertaining the causes and circumstances of the accident, and for enabling the court to make its report.

FINANCE ACT, 1894 (57 & 58 VICT. c. 30).

This Act was discussed in a series of articles beginning at page 676 of 38 SOLICITORS' JOURNAL.

INDUSTRIAL SCHOOLS ACT AMENDMENT ACT, 1894 (57 & 58 VICT. c. 33).

By the Industrial Schools Act, 1866 (29 & 30 VICT. c. 118), provision is made for sending children, under any of the circumstances specified in section 14, to a certified industrial school. The order of detention is to state the period for which the child is to be detained in the school, but the period is not in any case to extend beyond the time when the child will attain the age of sixteen (section 15). After that age no person can be detained in an industrial school, except with his own consent in writing (section 41). By section 27 the managers of a school may, after eighteen months of a child's period of detention have expired, permit him by licence under their hands to live with any trustworthy person who is willing to take charge of him.

Such licence must be renewed every three months, and is revocable at any time. On its expiration or revocation the child is bound to return to the school, and, if he fails to do so, he is deemed to have escaped, and is subject to the penalties specified in section 33. The present Act extends this system by enacting that every child sent to an industrial school after the passing of the Act shall, from the expiration of his period of detention, remain up to the age of eighteen under the supervision of the managers. The nature of this supervision is not defined, and the effect of the Act is by no means clear; but the power of granting licences under section 27 of the principal Act is expressly extended to the case of children under supervision, and the licence may be revoked, and the child recalled to school, if the managers are of opinion that this step is necessary for his protection. In the event of such recall, the child must be placed out again as soon as possible, and at latest within three months after the recall. Apparently it is contemplated that all children who have once been sent to an industrial school shall reside till the age of eighteen under a licence from the managers with a person named in the licence, and in this case the supervision is effectual. But if a child over sixteen is not the subject of such a licence, there appears to be no provision for enforcing the managers' supervision over him.

CHARITABLE TRUSTS (PLACES OF RELIGIOUS WORSHIP) AMENDMENT ACT, 1894 (57 & 58 VICT. c. 35).

Section 63 of the Charitable Trusts Act, 1853, exempts from the operation of that Act (*inter alia*) any building registered as a place of meeting for religious worship, and *bona fide* used as such, and the exemption is repeated by section 9 of the Places of Worship Registration Act, 1855 (18 & 19 VICT. c. 81). The present Act extends this exemption so as to make it apply, not only to the building itself, but also to any forecourt, yard, burial-ground, vestry, or caretaker's house, connected with it in respect of situation and held upon the same trusts, and also to any Sunday-school house or other land or building, certified by the Charity Commissioners to be held upon the same trusts as any exempted building, or upon like trusts, and so connected with or used in connection with such building that it cannot conveniently be separated therefrom.

REVIEWS.

WASTE.

THE LAW OF WASTE. A TREATISE ON THE RIGHTS AND LIABILITIES WHICH ARISE FROM THE RELATIONSHIP OF LIMITED OWNERS AND THE OWNERS OF THE INHERITANCE WITH REFERENCE TO THE TENEMENTS. By WYNDHAM ANSTIS BEWES, LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

Mr. Bewes prefaces his book with Lord Coke's remark (Co. Litt. 54b), "I have been the more spacious concerning this learning of waste, for that it is most necessary to be known of all men." The necessity is not perhaps so great as it was in Lord Coke's time, but questions of waste still very frequently arise, and the numerous topics which Mr. Bewes has included show that the subject is a wide one. There can be no question as to the thoroughness of his treatment of it. As might be expected, many of the authorities he quotes are ancient, and the collecting and digesting of them has involved no slight research. The first chapter traces the subject back to the Great Charter, which contains clauses aimed at the waste by guardians in chivalry of their wards' estates; but more important is the institution of a writ of waste by the Statute of Gloucester, a remedy which subsequently gave way to the more expeditious and easy remedy of an action on the case in the nature of waste. After this introduction Mr. Bewes discusses the various forms of waste, and here the law has fortunately been considerably altered in favour of the tenant. Its ancient strictness (see the chapter on Justifiable Waste) was illustrated by the treatment of meliorating waste, and of waste as an injury to title. No alteration in the property—such as the moving of a barn to a more convenient place—could be effected for fear the evidence of identity should be destroyed, and an alteration was none the less waste that it improved the value of the property. In these respects more enlightened considerations now prevail. Mr. Bewes naturally devotes separate chapters to the subjects of Equitable Waste and Permissive Waste, and also to a question which forms one of the most interesting points in the whole matter, Who is entitled to the proceeds of waste? Subsequent chapters deal with persons in special relations, such as landlord and tenant, mortgagor and mortgagee, and trustees, and there are chapters on Practice and on the Defence of the Statute of Limitations. Mr. Bewes, perhaps, relies too much on quotations from the authorities instead of drawing his own conclusions from them, and there are points in the style of the book which are not altogether commendable. However, these are non-essentials. In essentials

—in fulness, carefulness, and accuracy—there does not seem to be any shortcoming, and Mr. Bewes has produced a book which will rank as the standard work on his subject.

ADMINISTRATIONS, EXECUTORSHIPS, AND TRUSTEESHIPS.

A DIGEST (ALPHABETICALLY ARRANGED) OF THE (A) LAW OR PRINCIPLES AND (B) PRACTICE (FULLY DETAILED) OF AND IN (1) ADMINISTRATIONS, (2) EXECUTORSHIPS, AND (3) TRUSTEESHIPS RESPECTIVELY; EMBODYING THEREIN (INTER ALIA) THE FOLLOWING SPECIAL SUBJECTS (NOT CONTAINED IN ANY OTHER KINDRED WORK), VIZ. :—(A) FRAUDS (A SCHEME FOR THE PREVENTION OF), &c.; (B) REPORTS (SOLICITORS' SPECIAL), &c.; (C) SUBJECTS (NUMEROUS OTHER (1) ORDINARY AND (2) SPECIAL) HEREINAFTER ALPHABETICALLY CLASSIFIED IN THE SAID TABLE OF CONTENTS. By FRED. WOOD, Barrister-at-Law. Horace Cox.

This book begins with its plan or "bird's-eye view," table of contents, list of cautions, of notices, a "procedure schedule," which exhaust sixty pages, and then we come to the body of the work, which is contained in a series of appendices. Then there is another table of contents at the end of the book, supplemental to, but larger than, that at the beginning. Anyone who wishes to consult this digest must first master the peculiar system of reference and cross-reference adopted by the author, and this is not quite an easy matter. The book itself resembles nothing so much as the note-book of an industrious student with an exaggerated taste for brackets, abbreviations, and inversions of sentences. It is rather aggravating to the lawyer in possession of his ordinary faculties and weaknesses to find never a sentence running its normal course, but for ever out short, inverted, stunted with shortened words, and interspersed with figures and brackets. Of course, "trustee" becomes "tree," and "arbitrator" dwindles into "arbor," under Mr. Wood's system—abbreviations which remind us of an indictment presented not long ago at a quarter sessions in Lancashire, where a defendant was charged with maliciously uprooting and destroying four young trustees.

Mr. Wood specially invites criticism on his scheme for preventing frauds by trustees, which appears to us to consist in (1) the preparation of a balance-sheet and cash account for the benefit of the beneficiaries and its presentation in sufficient time for its consideration; (2) special reports by the solicitor to the estate as to the steps in the administration; (3) the deposit at a bank of all valuable documents, with novel duties imposed on bankers as to custody and delivery. Where the estate is not immediately to be wound up, the balance-sheet and cash account are to be rendered periodically, and the documents and securities inspected half-yearly by an independent solicitor. Legislation to this effect is recommended. The only criticism we have to offer is that (1) is already usual, and is not of much value without an audit and comparison with the original papers; that (2) would not add to the security, though it might to the knowledge, of the beneficiaries. But as the solicitor is generally the active party in winding up estates, of what additional value would his report on himself be? Lastly, no banker of responsibility would accept the duties Mr. Wood proposes to thrust upon the "estate banker." The plan would entail knowledge by the banker of the details of the trust, and liability as constructive, if not always express, trustee for the documents of the trust and the property they represent. We notice some blanks which should have been filled in on page 61.

CORRESPONDENCE.

MR. COMMISSIONER KERR ON SOLICITORS.

[To the Editor of the Solicitors' Journal.]

Sir,—I read with pleasure your remarks in last week's issue with reference to "scenes" at the City of London Court.

I, too, joining in the feeling of indignation expressed by your correspondents, think that the matter should not be passed over, but that the council of our society, to whom we look for protection, must take some step in the direction intimated by you if they wish to retain the confidence of members of the profession who are unfortunate enough to be compelled to practise in this court. SUBSCRIBER.

APPEALS FROM CHAMBERS.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the letter on this subject in your issue of the 5th inst., may I observe that (except in cases of formal matters) a chief clerk does not make orders, whereas a master does. Orders made in the Chancery Chambers (except as before mentioned) are in reality made by the judge, and bear his name at the head, whereas orders made in judges' chambers (if made by the master) bear the

name of the master. The difference is that the jurisdiction of the masters is original, whereas that of the chief clerks is derivative. Hence in Chancery the party has a right to refer the summons to the judge (except in the case before mentioned), whereas in common law he appeals to the judge.

Your correspondent has, I think, confused the word "refer" as applicable to the common law summons. If the question before the master be one of extreme doubt, he can, and sometimes does, in the exercise of his discretion, refer it to the judge for his decision, and the order is thereupon made by the judge and bears his name; but if the party who is dissatisfied with a master's decision on a common law summons wishes to have it reviewed he must appeal. This is sometimes done by notice of appeal and sometimes by the master indorsing on the summons the words "Plaintiff" or "Defendant appeals." This latter proceeding is sometimes called by the uninitiated "referring the summons to the judge," but it is incorrect, and the master is the first to correct such an error, and to say that he does not refer it, but that the party appeals. The only advantage in the master so indorsing the summons is to save the necessity on the part of the dissatisfied party of filling up a notice of appeal. The summons with such indorsement is taken to the clerk of the judge in charge, who treats it for this purpose as a notice of appeal.

The difference pointed out by your correspondent is, therefore, not one so much of practice as of jurisdiction.

MANAGING CLERK.

NEW ORDERS, &c.

RULES OF THE SUPREME COURT.

NOTICE.

The following draft Rules are published pursuant to the Rules Publication Act, 1893:—

1. The Chancery Funds Amended Orders, 1874 (except so far as they revoke or abrogate any previous Order) and Order XXII., Rule 12, are hereby revoked,

ORDER XXII.—RULE 12.

2. In the Chancery Division a person making a lodgment under an Order shall forthwith give notice thereof, by prepaid letter through the post, to the solicitor of the person on whose application the Order was made, or to such person if he has no solicitor, or if the Order was made on his own application to the solicitors of the other parties appearing thereon, or such other parties if they have no solicitors.

A person making a lodgment on request, other than a lodgment under the Trustee Act, 1893, shall forthwith give notice thereof in like manner to the solicitor of the other parties to the cause, or to such parties if they have no solicitor, or if such lodgment is made in a matter to the persons interested (if known), or their solicitors (if any), stating in each case what the money or securities so lodged represent.

ORDER XXII.—RULE 12A.

3. Every petition or summons for dealing with money or securities in Court, chargeable with any duty payable to the Revenue, or the dividends on such securities, shall contain a statement whether such duty has or has not been paid.

ORDER XXII.—RULE 12B.

4. Every petition or summons for dealing with funds which have been placed in the list of dormant funds, shall contain a statement that such funds have not been dealt with for 15 years or upwards, and where such funds shall amount to, or exceed in value, £500, a copy of such petition or summons shall, unless the Court or Judge shall otherwise direct, be served on the Official Solicitor of the Court.

ORDER LIV.—RULE 4A.

5. Application to deal with funds lodged in Court under the Act, shall be intitled in the same manner as the affidavit or request on which the funds were lodged. All other applications under the Act, not made in any pending cause or matter, shall be intitled in the matter of the trust (described so as to be distinguishable) and of the Act. Every petition or summons for a vesting order, or the appointment of a person to convey, shall state the section or sections of the Act under which it is proposed that the Order should be made.

ORDER LV.—RULE 13A.

6. Add to sub-section (c) of Order LV., Rule 13A, the words "or the suing for or recovering any chose in action," and in sub-section (d) of the same Order substitute for the words "where the money or securities in Court does not or do not exceed £1,000 or £1,000 nominal

value," the words "coming within the provisions of Rule 2 of this Order."

ORDER LXI.—RULE 19.

7. In Order LXI., Rule 19, after the word "petition" insert the word "affidavit," and after the word "presented" the word "filed," and add at the end "or a note indicating that the cause was commenced prior to 2nd November, 1852, and the correctness of such reference to the record may be required to be authenticated by the seal of the Central Office."

ORDER LXI.—RULE 30.

8. Add at the end of the Rule "but no effects of the suitors consisting of jewels or plate or other articles of a like nature or negotiable securities are to be so deposited."

TRANSFER OF ACTIONS.

ORDER OF COURT.

Friday, the 4th day of January, 1895.

I, the Right Honourable Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby order that the two several actions mentioned in the schedule hereunder written shall be transferred from the Honourable Mr. Justice Stirling and the Honourable Mr. Justice North respectively to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice STIRLING (1894—H.—No. 4195).

Alfred Templeton Hawkins v The Citizen Limited and Athole and Company Limited.

Mr. Justice NORTH (1894—L.—No. 2656).

Herman Lecher (the Trustee of the Debenture Trust Deed mentioned in the indorsement of the Writ in this Action) Richard Stafford Charles and Elizabeth Ellen Charles (on behalf of themselves and all others the holders of Debentures entitled to the benefit of the said Indenture), Plaintiffs, and Charles Reynolds and Company Limited and Peter James Charles, Defendants.

HERSCHELL, C.

CASES OF LAST SITTINGS.

Court of Appeal.

MIDLAND RAILWAY CO. v. GUARDIANS OF THE POOR OF EDMONTON UNION—No. 2, 19th December.

QUARTER SESSIONS—PRACTICE—TAXATION OF COSTS OUT OF SESSIONS—CONSENT—COMMENCEMENT OF PROCEEDINGS—PROSECUTION WITH "DUE DILIGENCE"—22 & 23 VICT. c. 40, ss. 1, 4—12 & 13 VICT. c. 45, s. 8.

This was an action of *mandamus* to enforce an order of quarter sessions, dated the 13th of July, 1892, by which the defendants were ordered to pay the plaintiffs' costs of a poor law appeal. These costs were taxed at £206 17s. 7d. on the 26th of January, 1893. The writ in this action was not issued until the 2nd of March, 1894, and the defendants had a defence to it under the statute 22 & 23 VICT. c. 49, s. 1, unless the case were brought within section 4 of the same statute. Section 1 provides that, with respect to any debt, claim, or demand which may be lawfully incurred by or become due from the guardians of any union, such debt, claim, or demand shall be paid within the half-year in which the same shall have been incurred or become due, or within three months after the expiration of such half-year, but not afterwards. . . . Provided that the Poor Law Board, by their order, may, if they see fit, extend the time within which such payment shall be made for a period not exceeding twelve months after the date of such debt, claim, or demand. On the 13th of February, 1894, the Local Government Board refused to extend the time. Section 4 provides that if any person claiming any debt or demand shall have commenced or shall hereafter commence proceedings before any justice or other competent authority within the time appointed, or any extension of the same, and shall, with due diligence, prosecute such proceedings to judgment or other final settlement of the question, such judgment shall be satisfied by the guardians against whom the same may be brought, notwithstanding that such judgment may be recovered or such final settlement arrived at after the expiration of the period provided, and all proceedings taken by *mandamus* or otherwise for the enforcing of such judgment without delay shall be deemed to be within the operation of this section. The poor law half-years expire on the 25th of March and the 29th of September. In November, 1892, the plaintiffs sent in their bill of costs to the clerk of the peace to be taxed, and they obtained an appointment for the 5th of December, 1892. The clerk of the peace, however, declined to tax them, on the ground that there was no agreement to tax out of sessions, and that he had no jurisdiction to tax them. The plaintiffs thereupon, on the 7th of January, 1893, applied to the next quarter sessions for an order to tax the costs, and the court made an order accordingly, and on the 26th of January, 1893, the costs were taxed in obedience to this order. The defendants still refused to pay, and, after some delay—viz., on the 29th of June, 1893—the defendants removed this order into the High Court, and on the 7th of August, 1893, they moved for and obtained an order nisi to quash it, on the ground that the court of quarter sessions had no jurisdiction to make it. Cause was shewn against the rule in November, 1893, and the rule was then discharged with costs. From this order of the High Court there had been no appeal. The order

of the 7th of January, 1893, was made on the ground that, although there had been no express agreement to tax the costs out of sessions, there had been an implied agreement to that effect. The High Court apparently arrived at the same conclusion when it refused to quash the order of the 7th of January, 1893. Counsel for the appellants argued that the statute has been held to be in the nature of a Statute of Limitations: *Baker v. The Guardians of the Billerica Union* (2 H. & C. 642), *West Ham Union Guardians v. Bath Union Guardians* (54 J. P. 69), and *Queen v. Long* (1 Q. B. 740). No proceeding was taken within section 4 of the Act before the 29th of December, so as to take the case out of section 1, and, therefore, section 4 applied. There was no proceeding in time within the meaning of the Act. Further, this being an action for a *mandamus*, a separate and independent proceeding must be long out of time, beyond the period limited by the Act. Lastly, this being an action for *mandamus*, the court, in the exercise of its discretion, would not give relief where another specific remedy was available. They also referred to *Queen v. The Guardians of Steyning Union* (L. R. 9 Q. B. 383, 22 W. R. Dig. 138) and *Stevens v. Jemcock* (11 Q. B. 731). For the respondents it was urged that after the court of quarter sessions ordered the costs to be paid it was a "proceeding" when they went before the clerk of the peace to have the costs taxed. They based their claim on the order of the 7th of January, 1893, which dated back to the 5th of December, 1892, and was within the three months. In this they had exercised "due diligence." [LINDLEY, L.J., referred to *Rhodes v. Guardians of Pateley Bridge Union* (33 W. R. Dig. 152).]

THE COURT (LORD HALSBURY and LINDLEY and A. L. SMITH, L.JJ. LINDLEY, L.J., dissenting) allowed the appeal.

LORD HALSBURY said: Upon an appeal at quarter sessions on July 13 1892, the defendants were ordered to pay the costs. No application was made to consent to tax out of sessions, and certainly no express consent was given. Mr. Poland left before the case was concluded, and noted on his brief what he thought must be the arrangement made. In the following November an application was made to the clerk of the peace to tax, and he refused to do so, on the ground that no consent to tax out of sessions had been given. If no consent had been given, this was right. The ascertaining of the costs is a judicial act to be done by the court, and, unless consent is given, the clerk of the court has no jurisdiction to entertain the question. When the sessions are being held he can, of course, under the supervision and direction of the magistrates, act as their officer, but it is not his officer only. The necessity of consent being conceded, WILLS, J., thought that that consent could be inferred. I am unable to understand from what facts. None are stated, and, if you are to infer consent from the fact that it is customary to ask for consent and to obtain it when asked, it affords no ground for saying that you can infer it when it is not asked and not given. However, in the following January, 1893, the court of quarter sessions thought itself at liberty to order the taxation, and on the 26th of that month they were taxed at £206 17s. 7d., and ordered to be paid. An attempt was made unsuccessfully to quash that order, and if that question were now before us I should say that order ought to have been quashed. WILLS, J., as I have said, inferred consent. For the reasons I have given I think it would be a dangerous precedent to infer consent from such premises as are alone to be found here, and the quarter sessions cannot give itself jurisdiction by finding a fact of which there is no legal evidence before it. WRIGHT, J., however, took a different ground. He said that the court of quarter sessions is a continuing court, and that, therefore, the court in January had jurisdiction to award costs, and order them to be taxed as of the previous sessions in July. I am sure the learned judge's attention cannot have been called to the 5th section of the 12 & 13 VICT. c. 45. That section provides that "upon any appeal to any court of general or quarter sessions of the peace the court before whom the same shall be brought may, if it think fit, order and direct the party or parties against whom the same shall be decided to pay to the other party or parties such costs and charges as may to such court appear just and reasonable." The Legislature knew very well that, whatever may be the identity of the court as an abstraction, it occasionally consists of different persons, and has provided that the power to order costs shall be exercised by the court before which the appeal is tried, and that ground, therefore, fails also. I confess I should feel some hesitation myself if the case were to turn upon whether we ought to give effect to an order made, as I think, without jurisdiction, though it is now unappealable, and though an ineffectual attempt to quash it has been made. But it is, I think, open to argument, when it is sought to make it the basis of further proceedings, whether you may not inquire whether the basis is sound or not, although unappealable as an order. I have thought it right to refer to these points as they were urged in the argument before us, and, if unchallenged, might seriously affect the practice at sessions, which, so far as my experience is concerned, has been uniform for a long series of years. But, in truth, the real question in this case turns upon the proper construction of an Act which deals with boards of guardians, who happen to be the defendants in this case. The Legislature has seen fit to enact that boards of guardians shall pay any debt, claim, or demand which may be lawfully incurred or become due from them within the half-year in which the same shall have been incurred or become due, or within three months after the expiration of such half-year, and not afterwards. [His lordship read sections 1 and 4.] Now this action began on the 2nd of March, 1894. If section 1 is the section applicable, the action is out of date. It has been urged, however, that section 4 of the statute preserves the continuity of the proceedings, so that the protection of the 1st section can be invoked to make what I have described "a proceeding with due diligence to judgment or other final settlement of the debt, claim, or demand." I do not think the effort to tax was the commencement of proceedings. Assuming for this purpose consent to tax out of sessions, it

was an effort to complete proceedings begun in July. Furthermore, until a sum of money which was susceptible of payment was ascertained, there was no debt, claim, or demand become due or incurred by the guardians. The plaintiffs would not, therefore, be able to shew such proceedings as would enable the guardians to pay without disobeying the Act of Parliament. The 1st section prohibits them, unless the 4th applies, and I think, upon these facts, the 4th section cannot apply. For these reasons, however, reluctantly, I have come to the conclusion that the defendants are entitled to judgment. I say reluctantly because there is, no doubt, a good and legitimate debt which they ought to have paid, and the payment of which, by one quibble or another, they have succeeded in postponing until the time has gone by within which, by law, it can be paid. The appeal must be allowed.

LINDLEY, L.J., stated the facts, and continued: Be the reason good or bad, that order (of the 7th of January, 1893) stands, and cannot be questioned now. The case, therefore, stands thus:—The plaintiffs' right to be paid the costs in question accrued when the order to pay them was made—namely, on the 13th of July, 1892. The plaintiffs took the proper proceedings to have them taxed in November, 1892, which was within the time mentioned in the statute. They were taxed after the expiration of that time—viz., on the 26th of January, 1893, and no further proceedings were taken to enforce payment of them until more than twelve months afterwards—viz., the 2nd of March, 1894. This delay is to be accounted for by the conduct of the defendants and by the proceedings taken by them to quash the order of the 7th of January, 1893. It is to be observed that the statute on which this case turns is not like an ordinary statute of limitations; it does not say that no action shall be brought after a certain time. The statute is addressed to payments which the guardians have to make, and it limits a time for making them. The question, therefore, is, not whether this action is brought within a given time, but whether when it was commenced it was too late for the defendants lawfully to pay the costs in question. If it was, the court ought not to order the defendants to pay those costs, but, if it was not, the court ought to do so. Charles, J., held that the plaintiffs' demand came within section 1 of the statute on the 13th of July, 1892, when the defendants were ordered to pay the plaintiffs their costs. He further held that the proceedings to tax, being commenced in sufficient time, brought the case within section 4 of the Act, and he, therefore, gave judgment for the plaintiffs. I think he was right on both points. A construction of section 1 which would confine it to demands for ascertained sums would enable persons having claims to keep them back until they were in danger of being barred by the ordinary statute of limitations. Such a construction would entirely defeat the object of the Act. A demand for an account, or for costs not yet ascertained by taxation, is, therefore, I think, within section 1 of the Act. If so section 1 applied to this case on the 13th of July, 1892. But it is equally obvious that the plaintiffs could not compel the defendants to pay the costs until they were taxed. It was necessary for the plaintiffs to take proceedings to get them taxed. This they did in time, and the proceedings then taken were, I think, "proceedings commenced" within the meaning of section 4. This construction is, I think, aided by section 5, which relates to the payment of costs to solicitors employed by the guardians. I do not think the Act requires the costs to be taxed within the time limited by section 1, if proceedings to obtain a taxation are commenced within that time. If I am right in this, the only other question is, whether, proceedings having been commenced in time, they have been prosecuted with due diligence. The defendants would not pay, and a *mandamus* was right and proper. No doubt this action might have been commenced earlier, but, having regard to the position taken up by the defendants, and their attempts to quash the order of January, 1893, I agree with Charles, J., in thinking that there has been no undue delay on the part of the plaintiffs in prosecuting their demand. For these reasons I am of opinion that the case is brought within section 1 of the Act, and is taken out of it by section 4, and that, consequently, this appeal ought to be dismissed.

A. L. SMITH, L.J., concurred with Lord Halsbury. Appeal allowed.—COUNSELL, *A. Macmorran* and *R. C. Glen*; *Balfour Browns*, Q.C., and *Ernest Page*. SOLICITORS, *Howard & Shelton*, for *F. Shelton*, Lower Tottenham; *Beale & Co.*

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

Winding-up Cases.

Re THE LONDON AND GENERAL BANK (LIM).—Vaughan Williams, J., 22nd December.

COMPANY—WINDING UP—MISFEASANCE—DIRECTORS—AUDITORS—DIVIDENDS—PAYMENT OF—BALANCE-SHEET—PROFITS—ADVANCES ON IMPROPER SECURITIES—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), s. 10.

The articles of the above-named company provided (106) that the directors should lay before every ordinary meeting a balance-sheet shewing the financial state of the company for the previous year, duly audited, and every such balance-sheet should be accompanied by a report of the directors as to the state and condition of the company, and as to the amount which they recommended to be paid out of the profits by way of dividend; (107) that the accounts of the company should be from time to time examined, and the correctness of the statements from time to time ascertained by two or more auditors; (114) that the auditors should be supplied with copies of the statement of accounts to be laid before the meeting, and that it should be their duty to examine the same with the accounts and vouchers relating thereto. The company in general meeting

could declare a dividend on the recommendation of the directors, and the directors might declare *interim* dividends of a limited amount out of the estimated profits of the company not oftener than twice a year. This was a summons in the winding up of the company by the official receiver and liquidator under section 10 of the Companies (Winding-up) Act, 1890, seeking to make certain directors and the auditors of the company liable for moneys paid as dividends on the capital of the company, on the ground that they were not paid out of profits and were a misapplication of the company's funds. The summons specified which respondents were sought to be made responsible in respect of each of such dividends. Some of the half-yearly dividends were *interim* dividends and some dividends paid at the end of the financial year. The summons also asked a similar declaration against the auditors of the bank in respect of dividends declared at the end of the financial year, on the ground that they were the auditors who certified and reported the balance-sheets which were laid before the company at its general meeting purporting to shew profits in excess of the sum paid as dividends. The summons also claimed that the directors and auditors were liable to make good to the assets of the company certain sums said to have been advanced without proper security.

VAUGHAN WILLIAMS, J., said that in his opinion the word "statements" in article 107 included the balance-sheet, and perhaps the report. Further, that in the case of this company dividends were to be paid out of profits, which were, according to the decision in *Lee v. The Newchapel Asphalt Co.* (37 W. R. 323, 41 Ch. D. 1), in the case of a bank, the excess of the current gains over the working expenses, as shewn by revenue account as distinguished from capital account, and according to the authorities from *Stringer's case* (L. R. 4 Ch. App. 475) down to the observations of Lord Shand in the *City of Glasgow Bank v. Mackinnon* (19 Sc. L. R. 316, 9 Ct. Sess. Cas., 4th ser., 602), the profits for the purposes of revenue account need not necessarily be in hand. There were two questions: (1) Were such profits in fact realized in each of the years in question, so as to justify the dividend declared by the company? and (2) If they were not so realized, were the profits so earned as to justify the directors in recommending the declaration and payment of the dividends declared by the company, and declaring the *interim* dividends which they declared themselves? The further question arose out of the second—viz., Were the balance-sheets and profit and loss accounts so framed as to give the shareholders such an account of the real financial condition of the company as to enable them to judge of the propriety of paying the dividends? As regards the first question, the profits appearing in the balance-sheets consisted mainly of interest on loans to customers who had drawing accounts at the bank, such interest being generally debited to the customer's drawing account. The balance-sheets had been made up on the assumption that this interest had in fact been paid; but that was not so, as, though the accounts against which they were debited generally appeared to be in credit at the time of the debit, they were, as an examination of the books shewed, in most cases put in credit temporarily for the purpose, and that was done either by discounting bills of other customers, who were already heavily indebted to the bank, or by loans direct or indirect from the company itself, which were mostly ill-secured. The profits, therefore, were not realized. As regards the second question, assuming that estimated profits not yet in hand could, under the articles in this case (if properly secured) be included in gross profits for the purpose of revenue account, the securities in the present case were not such as to justify that. Further, the accounts laid before the company were utterly illusory, in that they did not give the shareholders any material on which they could judge of the condition of the company, or whether the dividend recommended ought to be declared and paid. The directors, if they had done their duty, must have known how the customers' accounts were put in credit for the purpose of the debits, and they must be held liable for declaring and recommending dividends which ought not to have been declared and recommended. They had also made loans upon what they must have known to have been insufficient security, but they would not be held liable in that respect, as they might have done that from error of judgment in the honest supposition that that was the only mode of saving customers whose insolvency might have been ruinous to the bank. As regards the auditors, they ought to have known that the interest was not, in fact, received, and was, to a large extent, a mere paper entry, and they ought also to have known from facts appearing in the books of the bank that advances had been made upon securities which were not proper, and that the balance-sheets in the years in question did not exhibit a true and correct view of the position of the bank. It was their duty to take care that the balance-sheets certified by them were drawn in such a form as to give the shareholders the information necessary to enable them to arrive at a judgment as to the propriety of the dividend recommended. For instance, they ought to have made it appear that the balance-sheet was drawn on the basis of including profits which had not been actually received except in the form of book entries. If the auditors had done their duty the dividends declared in the years in question could not have been paid, and they must be held liable in respect of the final dividends paid in such years.—COUNSELL, *Finlay*, Q.C.; *M. S. Ford*, and *Muir Mackenzie*; *Levett*, Q.C., and *Yate Lee*; *Cohen*, Q.C.; *Cassan-Hardy*, Q.C., and *Whinney*; *Woodfall*; *H. Reed*, Q.C., and *Low*; *Sir Edward Clarke*, Q.C., and *Germaine*; *C. E. Jenkins*. SOLICITORS, *Phelps, Sidgwick, & Biddle*; *E. O. Rawlings*; *Walters, Johnson, Dobb, & Whaiton*; *H. C. Morris*; *Layton, Sons, & London*; *A. F. Church*; *Snow, Snow, & Fox*.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

WILSON AND ANOTHER v. PARKER AND ANOTHER—19th December. PRACTICE—APPEAL—ORDER ON SUMMONS TO TAKE OUT EXECUTION—DIVISIONAL COURT OR COURT OF APPEAL—"MATTERS OF PRACTICE AND

PROCEDURE"—SUPREME COURT OF JUDICATURE ACT (PROCEDURE), 1894 (57 & 58 VICT. c. 16), s. 1, sub-sections 4, 5—R. S. C., LIV., 23.

In August, 1893, Messrs. Wilson & Fraser recovered judgment against Parker for £243, part of which sum was paid, and Fraser purported to have settled the balance by accepting £32 in cash and a picture. This, it was alleged, he did collusively with the debtor, and Wilson considered that such satisfaction was not binding on him, and that he was still entitled to issue execution for the remainder. No entry of satisfaction had been made, but Fraser had signed the certificate acknowledging satisfaction. In opposition to an appeal brought against the decision of the Lord Chief Justice, sitting at chambers, who decided that execution could not issue, the preliminary objection was taken that the appeal should have been made to the Court of Appeal, and not to the Divisional Court. Counsel for the defendant contended that the question whether or no, under the circumstances, execution should issue was a matter of "practice and procedure." [POLLOCK, B.—Nine-tenths of the cases which come before a judge in chambers are questions of practice and procedure.] Although this was an appeal from Queen's Bench Chambers, the judge having refused leave to appeal, the appeal must be argued before the Court of Appeal, and not before a divisional court. Section 1, sub-section 4, of the Supreme Court of Judicature (Procedure) Act, 1894, enacted that in matters of practice and procedure every appeal from a judge should be to the Court of Appeal. In all interlocutory orders leave to appeal to the Divisional Court was necessary; if the judge refused leave, then the case must go to the Court of Appeal for leave to appeal to the Divisional Court. On the 15th ult. the Court of Appeal (Lindley and A. L. Smith, L.JJ.) had decided that an appeal from an order of Day, J., sitting at chambers, on a summons to review the taxation of a solicitor's bill of costs came within section 1, sub-section 4, of the Act of 1894, and that the appeal was properly brought to the Court of Appeal: *Re H. F. Oddy (a Solicitor)*, see note in *Law Times*, Dec. 22, p. 181. [He was stopped.] Counsel for the plaintiff said that the appeal was brought to the Divisional Court because they considered that it did not involve a question of "practice and procedure." He submitted that there was nothing in the Act of 1894 which made it obligatory for all interlocutory appeals to be heard by the Court of Appeal. Section 1, sub-section 5, enacted that in all cases where there was a right of appeal to the High Court from any court or person, the appeal should be heard and determined by a divisional court, constituted as might be prescribed by rules of court, and the determination thereof by the Divisional Court was to be final, unless leave to appeal was given by that court or by the Court of Appeal. [POLLOCK, B.—You cannot go to the Court of Appeal in cases which, so to speak, do not belong to their jurisdiction at all.] Rule 23 of order 54 of the Rules of the Supreme Court of August, 1894, provided that "in the Queen's Bench Division, except in matters of practice and procedure, the appeal from a decision of a judge at chambers should be to a divisional court." [He was stopped.]

THE COURT (POLLOCK, B., and GRANTHAM, J.) intimated that they desired to consult with Lindley and A. L. Smith, L.JJ., before they expressed their opinion on the point raised.

POLLOCK, B., later in the day, said they had seen their brothers in the Court of Appeal, and they came to the conclusion that the case had better be argued before that court. The further hearing of the appeal would be therefore considered as adjourned, and they would make an order that the case should be transferred out of their list to that of the Court of Appeal.—COUNSEL, P. G. H. Carver; T. Willes Chitty. SOLICITORS, Wynne, Holme, & Wynne; Clarke & Blundell.

[Reported by ESKINE REID, Barrister-at-Law.]

AGAR v. KAUFMAN BROS.—10th December.

PRACTICE—SERVICE OF WRIT—ACTION AGAINST FOREIGN FIRM—SERVICE ON PARTNER TEMPORARILY IN ENGLAND—JUDGMENT FOR PLAINTIFF IN DEFAULT OF APPEARANCE SET ASIDE—COSTS—R. S. C., XLVIII., 1-3, 8.

The defendants in the above action are a foreign firm trading in Johannesburg. One of the partners, who happened lately to come to England, was served with a writ while staying in London, in which the firm was sued for a considerable sum of money alleged to be due from the firm to the plaintiff. The firm had no place of business in England, and all the partners were domiciled and resident abroad. The defendant partner was advised by his solicitor that the service of the writ was void, and he therefore did not answer to it, and, in default of appearance judgment for the amount claimed, with costs, was entered against the firm. The defendants now sought to have set aside the issue of the writ, the service of the writ, and all subsequent proceedings under it. Counsel for the plaintiff admitted that the judgment his client had obtained could not stand, as the cases clearly laid down the rule that a writ could not be served upon a partner of such a foreign firm who happened to be temporarily in England; but under the circumstances he contended that the plaintiff should not be ordered to pay costs.

THE COURT (POLLOCK, B., and GRANTHAM, J.) held that the application must succeed, and ordered that the writ, and all subsequent proceedings under it, should be set aside, and judgment should be entered for the defendants with costs.—COUNSEL, C. E. Jones; F. P. M. Schiller. SOLICITORS, W. Morley; Pritchard, Englefield, & Co.

[Reported by ESKINE REID, Barrister-at-Law.]

HAMMOND (Appellant) v. PULSFORD (Respondent)—13th December.

EMPLOYER—YOUNG PERSONS EMPLOYED IN SHOPS—NEGLECT OF EMPLOYER TO EXHIBIT NOTICE AS TO NUMBER OF WORKING HOURS—LIABILITY TO PENALTIES—SHOP HOURS ACT, 1892 (55 & 56 VICT. c. 62), ss. 4, 5.

Case stated by justices. At a petty sessions holden for the division of

Aston, in the county of Warwick, on the 21st of September, 1894, an information was preferred by the appellant against the respondent under section 4 of the Shop Hours Act, 1892, charging the respondent with having, on the 13th of September, 1894, employed a young person within the meaning of the Shop Hours Act, 1892, in or about his shop, contrary to the provisions of the Act in not having kept exhibited in a conspicuous place in his shop a notice referring to the provisions of the Act and stating the number of hours in the week during which a young person may lawfully be employed in that shop. This information was heard and determined by the justices, and the information was dismissed and this case stated. On the hearing of the information it was proved that the respondent did employ a young person within the meaning of the Shop Hours Act, 1892, and that the notice required to be exhibited by section 4 of the said Act was not exhibited in the shop of the respondent. It was contended on behalf of the appellant that sections 4 and 5 of the Shop Hours Act, 1892, should be read together, and that, although no penalty is specifically provided in case default is made in not exhibiting the notice under section 4, still the penalty enacted in section 5 was to be read and made applicable to neglect of the provisions of section 4 when a young person is employed as aforesaid. The justices were of opinion that the information charged the respondent with committing an offence under section 4 of the Act, and that, no penalty being provided for the contravention of this section, they could not convict the respondent; and they therefore dismissed the information. The questions of law for the opinion of the court were whether any penalty is provided by the Shop Hours Act, 1892, for the employment of a young person within the meaning of the said Act in a shop when no notice is exhibited by the employer in a conspicuous place referring to the provisions of the Act and stating the number of hours in the week during which a young person may lawfully be employed in that shop, and whether the penalty specified in section 5 of the Act can be inflicted in respect of such offence as was alleged in the information to have been committed and deemed by us to have been proved in fact. The Shop Hours Act, 1892 (55 & 56 VICT. c. 62), provides, section 3: "No young person shall be employed in or about a shop for a longer period than seventy-four hours, including meal times, in any one week"; section 4: "In every shop in which a young person is employed a notice shall be kept exhibited by the employer in a conspicuous place referring to the provisions of this Act and stating the number of hours in the week during which a young person may lawfully be employed in that shop"; section 5: "Where any young person is employed in or about a shop contrary to the provisions of this Act, the employer shall be liable to a fine not exceeding one pound for each person so employed"; section 9: "Young person means a person under the age of eighteen years."

THE COURT upheld the decision of the justices, and dismissed the appeal. They were of opinion that the justices were right in holding that though beyond all doubt the section requires the notice to be exhibited, yet the neglect to exhibit the same did not render the employer liable to the penalty under section 5. It would be a forced construction of the Act to hold that not exhibiting the notice required by section 4 was employing a young person in a shop "contrary to the provisions of the Act" within the meaning of section 5, so as to render the employer liable to the penalty under that section. If that were the construction, then the amount of the penalty for not exhibiting such notice would depend upon the accident of the number of persons employed in the shop at any one time. That could not have been the intention of the Legislature, and it shows that section 5 was not meant to apply to such a case as this.—COUNSEL, Pritchett and Evans Austin; no counsel appeared for the respondent. SOLICITORS, Field, Roscoe, & Co., for Field & Sons, Leamington.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

MOORE v. HAWKINS AND OTHERS (MOORE, CLAIMANT)—17th December.

PRACTICE—SHERIFF—GOODS SEIZED UNDER *fi. fa.*—NOTICE GIVEN TO CLAIMANT AND JUDGMENT CREDITOR—WITHDRAWAL OF SHERIFF—ISSUE OF INTERPLEADER SUMMONS—R. S. C., LVII., 1 (n), 16, 17.

On the 11th of August Wright, J., sitting in chambers, dismissed an application made by the sheriff of the county of London for leave to issue an interpleader summons under the following circumstances:—On the 31st of July a writ of *fi. fa.* was issued directing the sheriff to recover the sum of £5 13s. 4d. and costs, and on the 1st of August the sheriff's officer seized certain goods and chattels believed to be the property of the judgment debtor. On the same day a notice was sent to the sheriff that the goods were the property of the claimant (a brother of the judgment debtor), and the sheriff at once gave notice to both the judgment creditor and the claimant as required under ord. 57, r. 16. On the 4th of August the sheriff received from the judgment creditor a notice admitting the claim, and the sheriff thereupon withdrew from possession. On the 8th of August the sheriff took out an interpleader summons. This was opposed, and Wright, J., after hearing the evidence, decided that the sheriff, having elected to give up possession of the goods to the claimant had, by so doing, precluded himself from obtaining the protection he sought. The sheriff appealed. On behalf of the sheriff relief was asked by way of interpleader under ord. 57, r. 1 (b), which directs that relief may be granted by way of interpleader where the applicant is a sheriff or other officer charged with execution of process by or under the authority of the High Court, and claim is made to money, goods, or chattels taken, or intended to be taken, in execution under any process by any person other than the person against whom the process is issued. It was submitted that had the sheriff remained in possession he would have been entitled to the protection asked

for. It was, therefore, inequitable that, because he did something which saved the parties expense, he should thereby place himself in a worse position. Ord. 57, rr. 16 and 17, altered the duties and enlarged the privileges of the sheriff. They expressly provided that a definite notice should be given whether the execution creditor intended to admit or dispute the claim, and set out that relief by way of interpleader might be granted where goods had been taken, or were intended to be taken, by the sheriff. Goods "intended to be taken" could not be considered as in the applicant's possession. That being so, it was no longer a *sine qua non* for granting the interpleader summons that the goods must be in the applicant's control. Although the sheriff had withdrawn from the actual possession of the goods, the writ was still in his hands. The court, as formerly, was able to make such order for the sheriff's protection as might be just and reasonable. For the claimant counsel contended that the sheriff, having withdrawn from the possession of the goods, was not entitled to relief by way of interpleader. This would have been so under the Interpleader Act (1 & 2 Will. 4, c. 58), s. 6, and under the Common Law Procedure Act, 1850, which imposed as a condition for granting such relief that the sheriff must satisfy the court that he was ready to bring the goods into court or to deal with them as he might direct. He cited *Braine v. Hunt* (2 Dowling, 391), *Inland v. Duakell* (5 Dowling, 147), and *Kirk v. Almond* (2 L. J. Ex. 13), where the court refused relief to a sheriff who had delivered over the goods seized to the claimant, as in the present case. The new rules affected the sheriff's right to costs only. Under the old practice he was unable to recover costs as against the plaintiff, except on the return of the interpleader summons: *Searle v. Matthews* (W. N., 1883, p. 176, 19 Q. B. D. (1n.)).

"*Potrocks, B. v. Vandenbrouke* (W. N. 1863, p. 216; D. N. 1867: 1747).
That the sheriff should make all reasonable efforts to secure protection. It was certainly fair that under the circumstances he should be protected, and the court would have granted the relief sought for had they had the power to make such an order. Under the Interpleader Act (1 & 2 Will. 4, c. 58), and also under the Common Law Procedure Act, 1860, it was clear, however, that where a sheriff had delivered over goods taken in execution to the claimant, he was not entitled to relief by way of interpleader. Order 57, which at present regulated interpleader proceedings, had not altered the rights which the sheriff had under those Acts. Rules 16 and 17 of that order were never intended to enlarge or diminish the rights of the sheriff to protection, but referred to costs only. The sheriff having withdrawn his execution, the whole thing was at an end; not merely his right to levy execution, but also the right to take any further steps that he might otherwise have had if he had continued in possession. The court, therefore, had no power to make the order asked for, and the appeal must be dismissed, with costs.

GRANTHAM, J., concurred. He regretted that they had not the power to grant the application. It certainly seemed inequitable that where an opportunity was given to limit the expenses to which the parties were put, by directing that the execution creditor should give notice in writing whether he admitted or disputed the claim, and the sheriff, after receiving notice that a claim was admitted, should then withdraw, that by so doing the sheriff should place himself in a worse position than if he had continued in possession at the expense of the parties. That was the case, however, and he would suggest that when next the Rules of the Supreme Court were revised this fact should be noted. Rules 16 and 17 of order 57 were passed for the benefit of the execution creditor, and not for the benefit of the sheriff in any way.—COUNSEL, *Cook, Q.C.*; *C. C. Scott*. SOLICITORS, *W. Burchell*; *Godfrey Webb*.

[Reported by **ERSKINE REID**, Barrister-at-Law.]

Bankruptcy Cases.

Re SMITH, Ex parte **TARBUCK**—Vaughan Williams and Kennedy, JJ.,
26th October and 21st December.

BANKRUPTCY—BILL OF SALE—CONSIDERATION—TRUST—BILLS OF SALE ACT,
1878 (41 & 42 VICT. c. 31), s. 10 (3)—**BILLS OF SALE ACT, 1882 (45 & 46**
VICT. c. 43), s. 8.

This was an appeal from an order of his Honour Judge Shand, in the county court of Liverpool, declaring a bill of sale given by the debtor to Tarbuck void. The debtor, being in difficulties, had assigned his plant and stock in trade to one Stubbs for the benefit of his creditors. Six of the debtor's friends, being anxious to help him to re-purchase the plant &c. formed a syndicate, and contributed £600 for this purpose, and the members of the syndicate paid their various contributions, at various times, either to the debtor or direct to Stubbs. The debtor, by way of security, gave a bill of sale on the plant thus re-purchased to Tarbuck, a member of the syndicate who had contributed £90. The consideration in the bill of sale was stated to be "£600 now paid by James Tarbuck." The debtor subsequently became bankrupt, and the trustee in the bankruptcy applied to have the bill of sale declared void. The county court judge held that it was void, on the ground that the consideration was not truly stated. Tarbuck appealed. Counsel for the appellant urged that the statement of the consideration was substantially true, and cited *Credit Co. v. Pott* (29 W. R. 326, 6 Q. B. D. 295), *Ex parte Allam, Re Munday* (33 W. R. 231, 14 Q. B. D. 43), *Re Johnson, Ex parte Chapman* (32 W. R. 693, 26 Ch. D. 338), *Re Hoekaday, Ex parte Nelson* (35 W. R. 264, 4 Morr. 12), *Davis v. Burton* (32 W. R. 423, 11 Q. B. D. 537). Counsel for the respondent contended that the bill was bad, not only for want of true statement of the consideration, but also because it had really been given to a trustee, and the terms of the trust had not been incorporated in, or registered with, the bill. They cited *Melville v. Stringer* (35 W. R. 890, 13 Q. B. D. 392), *Richardson v. Harris* (37 W. R. 426, 22 Q. B. D.

268), *Ex parte Berwick, Re Young* (20 W. R. 292, 43 L. T. 576), *Weatherby v. St. Giorgio* (2 Hare, 624), *Edwards v. Marcus* (38 SOLICITORS' JOURNAL, 234; 1894, 1 Q. B. 597). The court reserved judgment.

IN COURT (VAUGHAN WILLIAMS and KENNEDY, JJ.) allowed
 ding that the county court judge was wrong in finding

that each of the sums advanced by the several members of the syndicate was a separate loan. They found that, if the matter went through, the money was to be repayable as stated in the bill of sale, and that Tarbuck was not strictly a trustee, but took such a part as made him responsible to the whole of the syndicate for seeing that the money went to Stubbs.

The advance was a present advance, and it was therefore practically truly stated as now paid, and the money did in fact pass largely through the hands of Tarbuck, and, the transaction being an honest one, it would be wrong for the court to hold that the bill of sale was bad because all the money was not actually paid by him.—COUNSEL, E. Cooper Willis, Q.C., and

Arthur Russell; Herbert Reed, Q.C., and F. A. Davis. SOLICITORS, Snowball, Lewis, & Woodcott; Chappell, Griffiths, & Broadbridge, for Nield, Liverpool.
[Reported by P. M. FRANKCE, Barrister-at-Law.]

Re HEWETT, *Ex parte* LEVENE—Vaughan Williams and Kennedy, JJ.,
21st December.

BANKRUPTCY—BANKRUPTCY NOTICE ISSUED AGAINST A WIDOW ON A JUDGMENT OBTAINED AGAINST HER SEPARATE PROPERTY WHILE A MARRIED WOMAN—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4, SUBSECTION 1 (c)—BANKRUPTCY RULES, 1886, r. 136; APPENDIX, FORM No. 6.

This was an appeal against the refusal of the registrar of the county court at Portsmouth to make a receiving order upon a petition founded upon a bankruptcy notice issued against Agnes Hewett, a widow. In 1888 the petitioning creditor, Solomon Levene, obtained a judgment against Mr. and Mrs. Hewett, the judgment against the wife being in the form laid down by the Court of Appeal in *Scott v. Morley* (36 W. R. 67, 20 Q. B. D., at p. 132: "It is adjudged that the plaintiff do recover £. . . and costs (to be taxed) against the defendant (the married woman), such sum and costs to be payable out of her separate property, as hereinafter mentioned, and not otherwise. And it is ordered that execution hereon be limited to the separate property of the defendant (the married woman) not subject to any restriction against anticipation, unless by reason of section 19 of the Married Women's Property Act, 1882, the property shall be liable to execution notwithstanding such restriction," Mr. Hewett died in April, 1894. The bankruptcy notice was issued against his widow upon the 15th of May, 1894. The registrar refused to make a receiving order thereon, and the petitioning creditor appealed. Counsel for the appellant contended that the restraint on anticipation was removed by the husband's death, and that the wife's property ceased to be separate property upon her becoming a widow, and that, therefore, the execution was no longer limited. He cited *Holtby v. Hodgson* (38 W. R. 63, 24 Q. B. D. 103) and the second case of *Felton v. Harrison* (1892, 1 Q. B. 113). Counsel for the respondent contended that it was impossible to issue a bankruptcy notice in accordance with the form of judgment in *Scott v. Morley*, because the wording of form 6 does not admit of it. He cited *Re Lynes v. Ex parte Lester & Co.* (41 W. R. 488; 1893, 2 Q. B. 113), *Beckett v. Tucker* (19 Q. B. D. 7), and the first case of *Felton v. Harrison* (39 W. R. 689; 1891, 2 Q. B. 432).

WILLIAMS, J., dissented the appeal, holding that a creditor bankruptcy notice unless he is in a position to issue execution case he was not in that position. The judgment only to issue execution against Mrs. Hewitt's separate property from anticipation. Such separate property ceased to death of her husband, and there was, therefore, nothing he could issue execution.

LAW SOCIETIES.

UNITED LAW SOCIETY.

January 7.—Mr. C. W. Williams in the chair.—Mr. S. E. Hubbard moved: "That lunacy is increasing in the agricultural districts, and the fact is a disgrace to society." Mr. L. A. E. North opposed, and Mr. Moulvi (a visitor) and Messrs. A. W. Marks and C. W. Williams also spoke. Mr. Hubbard then replied, and the motion was divided and carried in both parts. On Tuesday, the 15th inst., at 7 p.m. the House will meet the Law Students' Debating Society at the Law Institution, Chancery-lane, in a joint debate, the subject of which will be: "That no reform of the House of Lords which does not limit the right of veto will be satisfactory."

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 9th inst., Mr. Richard Pennington in the chair. The other directors present were Messrs. W. B. Brook, H. Holland Burns (Bath), H. M. Cotton, G. R. Dodd, C. B. O. Gepp (Chelmsford), A. Helder (Whitehaven), Sidney Smith, R. W. Tweedie, F. T. Woolbert, and J. T. Scott (secretary). A sum of £280 was distributed in grants of relief, six new members were admitted to the association, and other general business transacted.

HILARY SITTING, 1895.

The Business of the Courts will be taken in accordance with the Judges' Resolutions of May 24, 1894. The Judges named to sit in Divisional Court will, whenever it becomes necessary, sit at Nisi Prius.

Saturday ... 2)

N.B.—Lunacy Petitions (if any) are taken in Appeal Court II. on every Monday at Eleven until further notice.

SPECIAL NOTICE.—In consequence of the limited state of the Chan. Appeal List the above general arrangement will be subject to modification by the Judges, of which due notice will appear in the Daily Cause List.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT, I.

MR. JUSTICE CHITTY.

Friday, Jan 11. Mot. and non wit list
(Pets, sht caus, opposed pets,
Saturday ... 12. procedure sums, and non
wit list
Monday ... 14. Sitting in chambers
Tuesday ... 15. Non wit list
Wednesday 16. Non wit list
Thursday ... 17. Mot. and non wit list
Friday ... 18. Mot. and non wit list
Saturday ... 19. Pets, sht caus, procedure
sums, opposed pets, and
non wit list
Monday ... 21. Sitting in chambers
Tuesday ... 22. Non wit list
Wednesday 23. Non wit list
Thursday ... 24. Mot. and non wit list
Friday ... 25. Mot. and non wit list
Saturday ... 26. Pets, sht caus, opposed
pets, procedure sums, and
non wit list
Monday ... 28. Sitting in chambers
Tuesday ... 29. Non wit list
Wednesday 30. Wit list
Thursday ... 31. Wit list
Friday, Feb. 1. Sitting in chambers
Monday ... 4. Sitting in chambers
Tuesday ... 5. Sitting in chambers
Wednesday 6. Wit list
Thursday ... 7. Wit list
Friday ... 8. Mot. and non wit list
Saturday ... 9. Mot. and non wit list
Monday ... 11. Sitting in chambers
Tuesday ... 12. Non wit list
Wednesday 13. Non wit list
Thursday ... 14. Mot. for North, J
Friday ... 15. Pets, sht caus, procedure
sums, opposed pets, and
non wit list
Saturday ... 16. Pets, sht caus, procedure
sums, opposed pets, and
non wit list, including un-
opposed pets for North, J.
Monday ... 18. Sitting in chambers
Tuesday ... 19. Non wit list
Wednesday 20. Non wit list
Thursday ... 21. Mot. for North, J
Friday ... 22. Mot. and non wit list
Saturday ... 23. Pets, sht caus, opposed
pets, procedure sums, and
non wit list, including un-
opposed pets for North, J.
Monday ... 25. Sitting in chambers
Tuesday ... 26. Non wit list
Wednesday 27. Non wit list
Thursday ... 28. Non wit list
Friday, Mar. 1. Mot. and non wit list
Saturday ... 2. Pets, sht caus, procedure
sums, opposed pets, and
non wit list

N.B.—If the state of the non witness list should permit, the witness list will be taken on some days other than those above appointed, and due notice given. When the witness list is being taken, further considerations will not be taken on the Tuesdays.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Chief Clerk's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

CHANCERY COURT, II.

MR. JUSTICE NORTH.

Friday, Jan 11. Mot. and adj sums
Saturday ... 13. Sht caus, pets, & adj sums
Monday ... 14. Sitting in chambers
Tuesday ... 15. General paper
Wednesday 16. General paper
Thursday ... 17. Mot. and adj sums
Friday ... 18. Sht caus, pets, fur cons, &
adj sums
Saturday ... 19. Sitting in chambers
Monday ... 21. General paper
Tuesday ... 22. General paper
Wednesday 23. General paper
Thursday ... 24. Mot. and adj sums
Friday ... 25. Sht caus, pets, fur cons, &
adj sums
Saturday ... 26. Sitting in chambers
Monday ... 28. General paper
Tuesday ... 29. General paper
Wednesday 30. General paper

Thursday ... 31. Mot. for Mr Justice Chitty
and gen pa
Friday, Feb. 1. Mot. and adj sums
Saturday ... 2. Sht caus, pets, fur cons, &
adj sums, including unop-
posed pets for Chitty, J
Monday ... 4. Sitting in chambers
Tuesday ... 5. General paper
Wednesday 6. General paper
Thursday ... 7. Mot. for Mr Justice Chitty
and gen pa
Friday ... 8. Mot. and adj sums
Saturday ... 9. Sht caus, pets, fur cons, &
adj sums, including unop-
posed pets for Chitty, J
Monday ... 11. Sitting in chambers
Tuesday ... 12. General paper
Wednesday 13. General paper
Thursday ... 14. Witness actions
Friday ... 15. General paper
Saturday ... 16. Sitting in chambers
Monday ... 18. Sitting in chambers
Tuesday ... 19. General paper
Wednesday 20. General paper
Thursday ... 21. Witness actions
Friday ... 22. General paper
Saturday ... 23. Sitting in chambers
Monday ... 25. General paper
Tuesday ... 26. General paper
Wednesday 27. General paper
Thursday ... 28. General paper
Friday, Mar. 1. Mot. and adj sums
Saturday ... 2. Sht caus, pets, fur cons, &
adj sums

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk the day before the cause is to be put in the paper.

LORD CHANCELLOR'S COURT.

MR. JUSTICE STIRLING.

Friday, Jan 11. Mot. and adj sums, and gen pa
Saturday ... 13. Sht caus, pets, adj sums,
and gen pa
Monday ... 14. Sitting in chambers
Tuesday ... 15. General paper
Wednesday 16. General paper
Thursday ... 17. Mot. for Kekewich, J, and
gen pa
Friday ... 18. Mot. and adj sums, and gen pa
Saturday ... 19. Sht caus, pets, adj sums,
and gen pa, including un-
opposed pets for Keke-
wich, J
Monday ... 21. Sitting in chambers
Tuesday ... 22. General paper
Wednesday 23. General paper
Thursday ... 24. Mot. for Kekewich, J, and
gen pa
Friday ... 25. Mot. and adj sums, and gen pa
Saturday ... 26. Sht caus, pets, adj sums,
and gen pa, including un-
opposed pets for Keke-
wich, J
Monday ... 28. Sitting in chambers
Tuesday ... 29. General paper
Wednesday 30. General paper
Thursday ... 31. Mot. and adj sums, & gen pa
Friday, Feb. 1. Mot. and adj sums, & gen pa
Saturday ... 2. Sht caus, pets, adj sums,
and gen pa
Monday ... 4. Sitting in chambers
Tuesday ... 5. General paper
Wednesday 6. General paper
Thursday ... 7. Mot. and adj sums, and gen pa
Friday ... 8. Mot. and adj sums, and gen pa
Saturday ... 9. Sht caus, pets, adj sums,
and gen pa
Monday ... 11. Sitting in chambers
Tuesday ... 12. General paper
Wednesday 13. General paper
Thursday ... 14. Mot. and adj sums, and gen pa
Friday ... 15. Sht caus, pets, adj sums, &
gen pa
Saturday ... 16. Mot. and adj sums, and gen pa
Monday ... 18. Sitting in chambers
Tuesday ... 19. General paper
Wednesday 20. General paper
Thursday ... 21. Mot. and adj sums, and gen pa
Friday ... 22. Sht caus, pets, adj sums, &
gen pa
Saturday ... 23. Sitting in chambers
Monday ... 25. General paper
Tuesday ... 26. General paper
Wednesday 27. Witness actions
Thursday ... 28. General paper
Friday, Mar. 1. General paper
Saturday ... 2. General paper

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put in the paper.

Witness actions may be taken on days other than those mentioned above; of these due notice will be given.

CHANCERY COURT, IV.

MR. JUSTICE KEKEWICH.

Subject to any special announcement

arising out of the arrangement for the disposal of Witness Actions, the following will be the Order of Business according to the days of the week:—
Monday—Sitting in Chambers.
Tuesday, Wednesday, Thursday—General Paper.

Friday (except Jan. 18 and Jan. 25)—Motions and Non-Witness Actions or Adjourned Summonses.

N.B.—Wednesday, April 10 (the last day of the Sittings), will also be a Motion day.

Saturday—Short Causes, Petitions, and Non-Witness Actions or Adjourned Summonses.

Actions for Trial with Witnesses will be taken on Tuesday, Jan. 15, and continued until the end of the following week. Motions and urgent Applications will be heard during that period by Mr. Justice Stirling.

Actions for Trial with Witnesses will also

be taken on Tuesdays, Wednesdays, and Thursdays, when the state of the Non-Witness List permits.

Business in the Liverpool and Manchester District Registries will be taken once a fortnight as follows:—

Summonses in Chambers on every other Friday Afternoon, commencing with Friday, January 11.

Motions on every other Saturday, commencing with Saturday, January 12.

Short Causes, Petitions, and Adjourned Summonses on every other Saturday, commencing with Saturday, January 12.

CHANCERY COURT, III.

MR. JUSTICE ROMER.

Actions transferred for Trial or Hearing only will be taken in the order in the Cause List on every day of the Sittings, from Jan. 11 to April 10, both inclusive.

COURT OF APPEAL.

HILARY SITTINGS, 1895.

APPEAL COURT I.—NOTICES.

Queen's Bench Interlocutory Appeals will be taken in Court I. on Friday, Jan 11, and afterwards on every Monday in Hilary Sittings. Bankruptcy Appeals will be taken on Friday, Jan 18, and following Fridays.

Queen's Bench Final Appeals and New Trial Motions will be taken in Court I. in alternate weeks during the Sittings. New Trial Motions will be taken in Court I. on Friday, Jan 11, and following day in that week. Final Appeals in the second week.

On Mondays and Fridays Final Appeals or New Trial Motions will be taken if there are not enough Interlocutory or Bankruptcy Appeals for a day's Paper.

Admiralty Appeals (with Assessors) will be taken in Court I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

APPEAL COURT II.—NOTICES.

N.B.—Interlocutory appeals from the Chancery and Probate and Divorce Divisions will be taken in Court II. on Friday, Jan 11, and afterwards on every Wednesday in Hilary Sittings.

N.B.—Subject to Chancery interlocutory appeals on Wednesdays, Chancery final appeals will be taken every day in Court II. until further notice.

N.B.—When the interlocutory appeals are not enough for a day's paper, Chancery final appeals will be added on interlocutory days.

Appeals from the Lancaster and Durham Palatine Courts (if any) will be taken in Court II. on Thursday, Jan 17, Thursday, Feb 7, Thursday, March 7, and on Thursday, April 4.

SPECIAL NOTICE.—In consequence of the limited state of the Chancery Appeal list, the above general arrangement will be subject to modification by the judges, of which due notice will appear in the daily cause list.

FROM THE CHANCERY DIVISION.

(Final List.)

1894.

In re Jaggard Jaggard v Jaggard app of dft H Jaggard from order of Mr Justice Kekewich, dated June 23, 1894 (security ordered) July 10
Wyatt v Fisher appl of T D Hart from order of Mr. Justice Stirling, dated July 7, 1894 July 21

In re The Mexican Mineral Ry Co Id and Co's Acts app of petrs from order of Mr Justice Vaughan Williams, dated Aug 1, 1894 (first day of sittings by order) Aug 13

Wise v Metropolitan Electric Supply Co Id app of delts from judgt of Mr Justice Stirling, dated April 27, 1894 Aug 16

Gwynne v Drowitt app of delts from order of Mr Justice Romer, dated May 31, 1894 (s.o. 14 days after security given) Oct 10

Elliot v Mayor, & Co. of Bristol app of plt from order of Mr Justice Kekewich, dated Aug 11, 1894 (order not perfected) Oct 15

Morley v Renoldson app of petrs from order of Mr Justice Kekewich, dated Aug 7, 1894 (order not perfected) Oct 31

In re C Doane Doland v Symonds app of plts from order of Mr Justice Chitty, dated Aug 23, 1894 Nov 2

In re Married Women's Property Act, 1882, and In re A Williams app of Anne Williams from order of Mr Justice Chitty, dated Aug 3, 1894 (security £10 ordered on Dec 5, 1894) Nov 10

In re Ford Patten v Sparks app of plts from judgt of Mr Justice North, dated Oct 25, 1894 Nov 20

Thorne-George v Godfrey appl of pltf in person from order of Mr Justice Romer, dated October 31, 1894 November 23

In re Chapman Freeman v Parker appl of dft in person from order of Mr Justice North, dated November 14, 1894 November 27

The Cassell Gold Extracting Co, Id v The Cyanide Gold Recovery Syndicate, Id appl of plts from order of Mr Justice Romer, dated November 8, 1894 November 29

In re The Land Securities Co, Id Somerset v Land Securities Co, Id appl of Sir F G M Boileau & ors from order of Mr Justice Vaughan Williams, dated November 22, 1894 December 8

In re C Hume Forbes v Hume appl of plff from order of Mr Justice Stirling, dated November 14, 1894 December 11
 Saunders v Evans appl of debts from order of Mr Justice Stirling, dated August 1, 1894 December 14
 The Ticket Punch Register Co ld v Colley's Patents ld appl of plff from order of Mr Justice Romer, dated Nov 30, 1894 Dec 18
 In re The Maharajah Duleep Singh Griffiths v Singh app of Dame L Login & ors from order of Mr Justice Kekewich, dated November 23, 1894
 Leicester v Pimblott appl of debt from order of Mr Justice Romer, dated Nov 19, 1894 Dec 21
 Strapp v Bull, Sons & Co Shaw v School Board for London appl of E C Bull & anr from order of Mr Justice Vaughan Williams, dated Dec 13, 1894 (order not perfected) Dec 21

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1894.

In re J Kerr Rowland v Kerr appl of debt S F Kerr from order of Vice-Chancellor of County Palatine of Lancaster, dated August 8, 1894 August 31
 In re Lyons Richardson v Kevad appl of E Smith from order of Vice-Chancellor of County Palatine of Lancaster, dated November 19, 1894 December 14

FROM THE CHANCERY DIVISION.

(Interlocutory List.)

1894.

Somerset v The Land Securities Co, ld appl of the registrar of the office of Land Registry from order of Mr Justice Wright (sitting, &c), dated June 23, 1894 (order not perfected) August 1
 In re Lumley, gent, &c appl of Mary Cathcart in person from order of Mr Justice North, dated , security £10 ordered (order not perfected) August 4
 Boyd v Bischoffsheim appl of plff from order of Mr Justice North, dated July 19, 1894 (dismissing action against debt E McDermott) Stand over seven days after security given August 18
 Boyd v Bischoffsheim appl of plff from same order (dismissing action against debt H L Bischoffsheim) Stand over seven days after security given August 18
 Boyd v Bischoffsheim appl of plff from same order (dismissing action against debt E R McDermott) Stand over seven days after security given August 18
 Humphries v E Humphries, ld appl of debt from ord of Mr Justice Kekewich, dated Dec 7, 1894 Dec 12

FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

(Final List.)

1894.

Hydarnes Steamship Co, ld v Indemnity Mutual Marine Assoc Co, ld appl of plffs from judgt of Mr Justice Wills, dated June 23, 1894 June 28
 Brain v Herrick appl of plff from judgt of Mr Justice Wills, dated April 17, 1894 (Security ordered) July 9
 Woodwell v Kirby appl of plff from judgt of Mr Justice Wills, dated June 23, 1894, at trial without a jury in Middlesex July 19
 Young v Herbert Morris & anr appl of debt from judgt of Mr Justice Charles at Birmingham, dated August 10, 1894 August 14
 Scott v Blythe appl of O Blythe from judgt of Mr Justice Bruce, dated July 20, 1894, at trial without a jury in Middlesex (security £10 ordered) Aug 20
 St George's Local Board v Ballard appl of plffs from judgt of Mr Justice Lawrence, dated July 14, 1894, at trial without a jury, Bristol Oct 18
 Company of Proprietors of the Rochdale Canal v Murray appl of plffs from judgt of Mr Justice Collins, dated July 25, 1894, at trial without a jury Lancashire Oct 18
 In re an Arbitration between Lord Gerard and the London and North-Western Ry and Arbitration Act, 1869 appl of Lord Gerard from order of Justices Mathew and Kennedy, dated Aug 6, 1894 (first day by order) Nov 1
 Whitaker Bros, ld v Guiseley, Yeadon, and Headingley Ry Co appl of debts from judgt of Mr Justice Cave, dated Aug 9, 1894, at trial without a jury, Leeds, and cross notice of app of plff, dated Nov 9, 1894 Nov 6
 Skelton v Wood appl of plff from judgt of Justices Wright & Collins, dated Nov 2, 1894 (security £15 ordered) Nov 29
 The Mayor, Aldermen & Citizens of the City of Manchester, appellees v McAdam (Surveyor of Taxes), respnt (Q B Revenue Side) app of appeals from order of Justices Wright and Collins, dated Nov 21, 1894 Nov 29
 Mathew v Hughes appl of debt from judgt of Mr Justice Cave, dated Nov 8, 1894, at trial without a jury in Middlesex
 Bona—1894—Folio 277 (Admiralty) The English and American Shipping Co ld v The Indemnity Mutual Marine Inace Co ld appl of debts from ord of the President, dated Nov 13, 1894 Dec 6
 The Nether Holme & other Vessels—1893—Folio 315 Hine Brothers v The Steamship Inace Syndicate ld (Admiralty) appl of debts from order of Mr Justice Bruce, dated Nov 28, 1894 Dec 8
 Coborn v The Palace Theatre ld appl of debts from judgt of Mr Justice Lawrence, dated Dec 7, 1894, at trial without a jury in Middlesex Dec 8

Bouchet v Simmons appl of debts from judgt of Mr Justice Collins, dated Nov 30, 1894, at trial without a jury in Middlesex Dec 10
 Lloyd Brothers v Milward appl of debt from judgt of Mr Justice Lawrence, dated Nov 23, 1894, at trial without a jury, Swansea Dec 12
 Woodcock v Rice appl of debt from judgt of Mr Justice Wills, dated Dec 7, 1894, at trial without a jury in Middlesex Dec 14
 The San Paolo Brazilian Ry Co ld v Andrews, Surveyor of Taxes (Q B Revenue Side) appl of resps from order of Justices Wright and Collins, dated Nov 29, 1894 Dec 14
 The Denver Hotel Co ld v Andrews, Surveyor of Taxes (Q B Revenue Side) appl of resps from order of Justices Wright & Collins, dated Nov 29, 1894 Dec 14
 Teales v Brown appl of plffs from judgt of Mr Justice Wright, dated Nov 15, 1894, at trial without a jury, Middlesex Dec 15
 Foster & ors v Mayor, &c, of Sheffield appl of dfts from judgt of Mr Justice Wright, dated Dec 4, 1894, at trial without a jury, Middlesex Dec 17
 Bradley v Harrison appl of debt from judgt of Mr Justice Lawrence, dated Dec 10, 1894, at trial without a jury, Middlesex Dec 18
 Anderson v Anderson appl of dfts from judgt of Mr Justice Wright, dated Nov 30, 1894, at trial without a jury, Middlesex Dec 18
 Bart v Cosh appl of debt from judgt of Mr Justice Wright, dated Nov 12, 1894, at trial without a jury, Middlesex Dec 19
 Waddell & Sons v Smith & Co appl of debts from judgt of Mr Justice Wright, dated Dec 13, 1894, at trial without a jury, Middlesex Dec 20
 Roberts & Sons v Pickles ld appl of debts from judgt of Mr Justice Kennedy, dated Dec 4, 1894, at trial with a common jury, Lancashire Dec 20
 Brace v Calder appl of plff from judgt of Mr Justice Wright, dated Dec 7, 1894, at trial without a jury, Middlesex Dec 20
 Attorney-Gen v Jacobs-Smith appl of Informant from ord of Justices Wright and Collins, dated Nov 21, 1894 Dec 21
 Allatt v Gomersall appl of debts from judgt of Mr Justice Charles, dated Dec 14, 1894, at trial without a jury, Leeds Dec 21
 Bury v Thompson appl of debt from judgt of Baron Pollock and Mr Justice Grantham, dated Dec 13, 1894, on special case Dec 21
 French v Martyn appl of plff from judgt of Mr Justice Collins, dated Nov 29, without a jury Dec 21
 Jones v White appl of debt from judgt of Baron Pollock and Mr Justice Grantham, dated Dec 12, 1894 Dec 21

FROM PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

For Hearing.

With Nautical Assessors.

1894.

Ship Faedrelandet—1894—Folio 166 (damage) Hans Mojenzen v Owners of Faedrelandet appl of dfts from judgt of the President, dated July 13, 1894 July 27

FROM THE QUEEN'S BENCH DIVISION.

(New Trial Paper.)

1894.

Starkie v Harrison appln of plffs for judgt or new trial on app from verdict and judgt, dated July 10, 1894, at trial before Mr Justice Collins and special jury, Lancaster July 25
 Brooks v Sisson appln of debt W Sisson for judgt or new trial on app from verdict and judgt, dated , at trial before Mr Justice Collins and a special jury, Middlesex Nov 5
 Didcott v Friener appln of plffs for judgt or new trial on app from verdict and judgt, dated Nov 26, 1894, at trial before Mr Justice Collins and a common jury, Middlesex Dec 3
 Leete v The Pioneer Life Asace Co appln of debts for judgt or new trial on app from verdict and judgt, dated Nov 23, 1894, at trial before Mr Justice Kennedy and a special jury at Liverpool Dec 8
 San Luis Gold and Silver Mines ld v Simpson appln of G D Simpson for judgt or new trial on appeal from verdict and judgt, dated Dec 6, 1894, at trial before Mr Justice Lawrence, without a jury, Middlesex Dec 13
 Hambrough v The Mutual Inace Co of New York appln of plff for judgt or new trial on app from verdict and judgt dated Dec 5, 1894, at trial before the the Lord Chief Justice of England and special jury, Middlesex Dec 18
 Allen v Glennie appln of dft for judgt or new trial on app from verdict and judgt, dated Nov 30, 1894, at trial before Mr Justice Collins, without jury, Middlesex Dec 19
 Gregory v Fagge appln of dft Fagge for judgt or new trial on app from verdict and judgt, dated Dec 13, 1894, at trial before Mr Justice Lawrence and common jury, Middlesex Dec 21
 Booth v Arnold appln of debt for judgt or new trial on app from verdict and judgt, dated Dec 12, 1894, at trial before Mr Justice Charles and special jury, Leeds Dec 23

FROM THE QUEEN'S BENCH DIVISION.

Appeals.

(In Bankruptcy.)

1894.

In re W F North Ex pte The Trustee from on order of Mr Registrar Brougham, granting discharge of debtor subject to three years' suspension
 In re E H Bryant Ex pte The Debtor from an order of Mr Registrar Giffard suspending discharge of debtor for two years

FROM THE QUEEN'S BENCH DIVISION.

(INTERLOCUTORY LIST.)

1894.

Black v Dawson app of debts from order of Mr Justice Kennedy, dated May 18, 1894 (quore to be heard before the full court) Dec 17
Minter v The Kent, Sussex, & General Land Soc, ld app of voluntary liquidator of debt co from order of Mr Justice Day, dated Dec 12, 1894 (part heard) Dec 18
Wilson & Fraser v Parker & anr app of plif Wilson from order of the Lord Chief Justice of England, dated Oct 23, 1894 re-entered Dec 19
Pilbrow (applt) v Vestry of St Leonard's, Shoreditch (respts) QB Crown Side app of applt from order of Justices Mathew & Charles, dated Nov 1, 1894 Dec 19
The Queen on the prosecution of P M Martineau v Justices of the County of London (QB Crown Side) app of P M Martineau from ord of Baron Pollock and Mr Justice Grantham, dated Dec 6, 1894 Dec 19
Baxter v France app of R France from ord of Mr Justice Day, dated Dec 17, 1894 Dec 21
Lewis v Pontypridd, & Ry Co app of debt from ord of Mr Justice Day, dated Dec 17, 1894 Dec 21

Order 14, Rule 8.

The Mortgage Insee Corpn ld v Pound app of plifs from ord of Mr Justice Wright, dated Dec 15, 1894 Dec 21

N.B.—The above List contains Chancery, Palatine, and Queen's Bench Final and Interlocutory Appeals set down to Saturday, December 22nd, inclusive.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

HILARY SITTINGS, 1895.

Notices relating to the Chancery Cause List.

Motions, Petitions, and Short Causes will be taken on the usual days stated in the Hilary Sittings paper, with the following exceptions—viz.:

Mr. Justice Chitty.—In consequence of Mr. Justice Chitty sitting for the disposal of his lordship's own witness list from Tuesday, Jan 29, until Saturday, Feb 9 (inclusive), his lordship's motions and unopposed petitions will be taken by Mr. Justice North—that is to say, motions on Thursday, Jan 31, and Thursday, Feb 7; unopposed petitions on Saturday, Feb 2, and Saturday, Feb 9. When the witness list is being taken, further considerations will not be taken on Tuesdays.

Mr. Justice North.—In consequence of Mr. Justice North sitting for the disposal of his lordship's own witness list from Tuesday, Feb 12, until Saturday, Feb 23 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr. Justice Chitty—that is to say, motions on Thursday, Feb 14, and Thursday, Feb 21; unopposed petitions on Saturday, Feb 16, and Saturday, Feb 23. Further Considerations will be taken on Saturdays, after the Petitions.

Mr. Justice Stirling.—In consequence of Mr. Justice Stirling sitting for the disposal of his lordship's own witness list from Tuesday, Feb 26, until Saturday, March 9 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr. Justice Kekewich—that is to say, motions on Thursday, Feb 28, and Thursday, March 7; unopposed petitions on Saturday, March 2, and Saturday, March 9. N.B.—If the state of business admits, his lordship may take the witness list on days in addition to those above appointed, of which due notice will be given in the Daily Cause List.

Mr. Justice Kekewich.—Subject to any special announcement arising out of the arrangement for the disposal of witness actions, the order of business before Mr. Justice Kekewich will be as stated on the sittings paper. Actions for trial with witnesses will be taken on Tuesday, Jan 15, and continued until the end of the following week. They will also be subsequently taken on Tuesday, Wednesday, and Thursday, when the state of other business before the court permits.

Liverpool and Manchester Business.—Mr. Justice Kekewich will take Liverpool and Manchester business as follows:—

1. Summonses in chambers will be taken on every other Friday commencing with Friday, Jan 11.

2. Motions on every other Saturday, commencing with Saturday, Jan 12

3. Short causes, petitions, and adjourned summonses on every other Saturday, commencing with Saturday, Jan 12.

Mr. Justice Romer will take witness actions every day in the order as they stand in his lordship's cause book.

Summonses before the judge in chambers.—Justices Chitty, North, Stirling, and Kekewich will sit in court the whole day on every Monday during the sittings to hear chamber summonses.

Summonses adjourned into court will be taken (subject to the witness list) as follows:—Mr. Justice Chitty, with non-witness actions, except procedure summonses, which (if any) are taken every Saturday; Mr. Justice Stirling, with non-witness actions; Mr. Justice North on Fridays and Saturdays; Mr. Justice Kekewich on Fridays and Saturdays, and also on other days as the judges may direct.

SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During Hilary Sittings the judges will sit for the disposal of their own witness lists as follows:—

Mr. Justice Kekewich will begin on Tuesday, Jan 15, and sit continuously (Monday, Jan 21, excepted), until Saturday, Jan 26.

Mr. Justice Chitty will begin on Tuesday, Jan 29, and sit continuously (Monday, Feb 4, excepted), until Saturday, Feb 9.

Mr. Justice North will begin on Tuesday, Feb 12, and sit continuously (Monday, Feb 18, excepted), until Saturday, Feb 23.

Mr. Justice Stirling will begin on Tuesday, Feb 26, and sit continuously (Monday, March 4, excepted) until Saturday, March 9.

Further days may be appointed for the disposal of the witness lists, of which due notice will be given.

During the fortnight when a judge is engaged on his witness list, motions in causes or matters assigned to him (including ex parte motions, but not including motions relating to the postponement of the trial or hearing of any cause or matter in his lordship's list) and also unopposed petitions assigned to him, will be heard by one of his colleagues as follows:—

Those assigned to Mr. Justice Kekewich will be heard by Mr. Justice Stirling.

Those assigned to Mr. Justice Chitty will be heard by Mr. Justice North.

Those assigned to Mr. Justice North will be heard by Mr. Justice Chitty.

Those assigned to Mr. Justice Stirling will be heard by Mr. Justice Kekewich.

Chancery Causes for Trial or Hearing.

(Set down to Saturday, Dec 22, inclusive.)

Before Mr. Justice CHITTY.
 Causes for trial (with witnesses).
 In re The Sovereign Life Assurance Co & Co's Acts adjd claim (s.o. pending examn of witnesses)
 Grezier v Outram act
 Trubenbach v Newland's West Grigoland Diamond Mines ld & ors act
 Harries v Tapsell act
 Husey v Bailey act (no pleadings)
 Phillipou v Phillipou act & m f j
 Michell v Robinson act
 Tarbuck v Johnson act
 Topping v Downes act
 Dutriez v Bonyond act
 Harsant v Neal act
 Buckwell v Millar act and m f j
 Bomert v Fraser & Chalmers motn (ordered to go into Witness List)
 In re Dege's Patent, No 1,051, dated Jan 17, 1894, & co petn (ordered to go into Witness List)
 Meadowcroft v Kensington Co-operative Stores ld act (no pleadings)
 Brookfield v Union Bank of London act and counter-claim
 Willis v Crooke act
 Nield v Rixon act
 Bennett v Webster act
 Howard & Bullough ld v Tweedales & Smalley act
 Harris v Macdonald act
 Anderson v Davis act
 Buckell v King act
 Bird v Stevens act
 Howes & Burleigh v Webber act (Birmingham D R)
 Wakefield v Flack act
 In re Gibson Tordoff v Gibson act
 Dunn v Dunn act
 Hutchings v Williams act
 Smith v Magniac act
 Kensington Co-operative Stores ld v J Lyons & Co ld act
 Bulkley v Banner act (pleadings to be delivered)
 Whittham v Westminster Coal & Coke Co ld act
 Causes for Trial (without witnesses).
 In re S Long Harrington v Harrington adjd sumns (restored by order) pt hd
 In re Long's Settlement Ffenwell v Harrington adjd sumns (restored by order) pt hd
 Hopkinson v Powis and 5 other acts adjd sumns (restored by order) pt hd
 Turner v Tinkler m f j (restored) stand over to Feb 28
 Pontifex v Pontifex adjd sumns
 In re Burrell, Hewitt v Burrell adjd sumns pt hd
 In re St Dionis Backchurch Fund and Charitable Trusts Act adjd sumns
 In re Walker, Shaw v Budden adjd sumns (deft W Lavers dead)
 Van der Pant v Clark adjd sumns
 In re W Furze, Furze v Furze adjd sumns
 In re Ely, Marsden v Ely adjd sumns
 In re S Seal's Estate adjd sumns
 Rickards v Butler adjd sumns
 In re D M Spartali's Estate adjd sumns
 Hirst v Tannett m f j
 Copenhagen (Mashonaland) Co ld v Campbell act
 Heaketh v Lord Haldon m f j
 Hughes v Clarke m f j
 In re Arkwright Pierpoint v Warrender adjd sumns
 In re Cooper Bragg v Gurney adjd sumns
 In re Graham Bowen v Graham adjd sumns
 In re Seymour Seymour v Seymour adjd sumns
 In re Wingham Joyner v Joyner motn (ordered to go into witness list)
 In re T J Baillie adjd sumns
 Elkins v Capital, & Co adjd sumns
 Hendon Union, & Co v British Land Co adjd sumns
 In re Parker Grey v Schofield adjd sumns
 In re Stephens Williams v Stephens adjd sumns
 In re Pigott Konigsmark v Pigott adjd sumns
 In re Cole Gregory v Parks adjd sumns (not before Jan 25)
 Peter v Peter adjd sumns
 Cubitt v Hayward adjd sumns
 In re Baroness Von Oaints Wasbrough v Knight adjd sumns
 In re Bainbridge Shaw v Bell adjd sumns
 In re Heal Heal v Playford adjd sumns
 In re Harrison Harrison v Harrison adjd sumns
 In re Druce Young v Druce adjd sumns
 In re Greenslade Smale v Greenslade adjd sumns
 In re Ham & Holloway's Contract, & Co adjd sumns
 In re Sheppard Wickham v Sheppard adjd sumns
 In re Wyllie Wyllie v Moffat adjd sumns
 In re Clabon's Contract, & Co adjd sumns
 Livezey v Cooper m f j
 In re Legh Hathaway v Legh adjd sumns
 Bobby v Smoother adjd sumns
 In re Morley Ludlam v Husband adjd sumns
 Borley v Borley act
 In re Thackray, Broughton v Perry adjd sumns
 In re Scott, Scott v Scott adjd sumns
 Simon v Simon act
 Defries v Bell m f j (short)

In re Newton, Day v Moriarty adj sums
In re Crowther, Midgley v Crowther m f j
In re Gee, Pearson-Gee v Pearson adj sums
In re Major, Hodgson v Hall
In re J Garrett, White v Garrett
Murgatroyd v Old Silkkstone, &c., Coal & Iron Co ld (expte Rev T T Taylor) adj sums
Same v Same (expte Charlesworth's) adj sums
Wake v Harrison m f j (short)
Croome v Bubbs m f j (short)
Taylor v Taylor m f j to come on with petn
Phillips v Young m f j (short)
Vokey v Thompson m f j (short)
Dent v Spencer act
Duncan v Townley act (short)
In re the Churchwardens, &c of Swansea and Lands Clauses, &c, Act adjd sums

Further Considerations.

Paley v The Russia Copper Co ld fur con (revived)
In re Gunner Gunner v Gunner fur con (adjd from Chambers)
In re Phillips Biggs v Hobden 2nd fur con

Before Mr. Justice NORTH.

Causes for Trial (with witnesses).
Hoveler v Sugden & Pound act (commission issued)
In re Smith Wood v Smith act & third party notice of dfts
W S Jones and anr
Heeketh v Stratford upon Avon, Towcester, and Midland Junction Ry Co act & m f j claim & counter-claim
Lea & Perrins v Roberts act
Dickinson v Mines Contract Co, ld act
Hubbard v Hackney act
Lane v De Witt act
Attorney-Gen v Pudsey Local Board
Neville v Matthewman act (no pleadings)
In re J H. Rogers's Trade Mark, No 177,259 and Opposition No 2,305 and Patent, Designs, &c Act motn entered in Witness List by order dated Oct 26, 1894
The Shrewsbury & Talbot S T Cab, &c Co v Sterckx act
Somes (trading, &c) v Scott Bros act
Holmes v Williams act
White v Hilton act
Tayleur v Parker act
Bailey v Lund act
Harding v Corp of Exeter act
Paterson v Anglo-Italian Hemp Spinning Co ld act
Aynaley v Johnson act
Springett v Brown act
Allwright v Sixth West Kent Mutual Bldg Soc act
Yates v Lloyd act
Cumings v Hardman act & m f j
White v Hay act
Beighton v Beighton act
Ingram v Elliott act
The Western & Brazilian Telegraph Co ld v Brazilian Submarine Telegraph Co ld act (claim and counterclaim)
Smith v Wheeler act
Edey v Silkkstone & Haigh Moor Collieries ld act
Ford v Hiron act
The Froggatt's Electric Lighting Co ld v Jackson act
The Electrical Power Storage Co ld v The Chloride Electrical Storage Syndicate ld act (no pleadings) not before Feb 4
Slack v Slack act
Copeland v Bliss act & m f j

Dyke v Allman act
Attorney-Gen v Smith act
Causes for Trial (without witnesses).
In re Swaffield Robertson v Swaffield act
Craddock v Witham act & adj sums (no pleadings)
Indigo Co ld v Gladstone motn to vary (ordered to go into Non-Witness List) & adj sums
In re Jefferies Jefferies v Jefferies act
Henderson v London General Machine Printing, &c Co ld m f j (short) stand over (liberty to amend)
Godfrey v Gostling & Co ld m f j (short)
Hood-Barrs v Cathcart m (ordered to be set down in non-witness list)
Taylor v Denison act

Adjourned Summonses.

Quilhampton v Peruvian Corpn, ld (pltfes)
Same v Same (defes)
In re Rolls Rolls v Meredith (payment into court)
In re Same Same v Same (delivery of deeds)
In re Board Knight v Knight
In re Schwind & Soolick & V & P Act, 1874
In re Deare Deare v Deare
In re Jones Jones v Barry
In re Williams Settled Estates & Settled Land Acts
In re Forester Jarvis v Forester
In re Isaacs Isaacs v Herbert
In re Goodall Goodall v Goodall (s o liberty to amend by order)
In re Cook & Bletcher's Contract & V & P Act, 1874
In re The Balkis Consolidated Co ld & Co's Acts
Republic of Chili v Royal Mail Steam Packet Co
In re Olney Olney v Passmore
In re Freme Freme v Freme
In re Whiting Clark v Whiting
In re Good St Barbe v Good
Attorney-Gen v North Metropolitan Tram Co
In re Thistlewayte Clinton v Naugle
In re Woodin Woodin v Glass
In re Maynard Hay v Maynard Landowners, &c, Co v Ashford
In re Leighton Edwards v West
In re McConnell Banister v Murray Clapham v Latimer, Clark, Muirhead & Co, ld
In re Rigg Rigg v Rigg Stephen-son
In re M Birley Clarke v Crouzet
In re W Birley Clarke v Crouzet
In re Butler Haddon v Greatorex adjd sums on fur con
In re Wright Nainby v Wright
In re Nicholl Bevan v Nicholl
In re Barber Barber v Barber
In re Glover Baker v Glover
In re Ecclesiastical Commissioners and New City of London Brewery Co ld and V and P Act, 1874
In re Hall Hall v Hill
In re Sykes Sykes v Sykes
In re Davidson Forbes v Ingram
In re Macnaghton Macnaghton v Macnaghton
In re Triplett & Settled Land Acts Chiswell v Triplett
In re Thomas Thomas v Thomas
In re Clarkson Clarkson v Clarkson (1894-C-186)
In re Same Same v Same (1893-C-4,407)
In re Moore Moore v Carter
Norton v Breton
In re Copland Mitchell v Bain
In re Vaughan & Lawford, &c
In re Pilcher Wood v Gibbs

Hardwick-Morewood v Morewood
Same v Same expte deft C Sooley
In re Tippetts Congdon v Tippetts
In re Badham & Magretts & V & P Act, 1874
In re Williams Millard v Crabb
In re Lindsay & Forder & V & P Act, 1894

Further Considerations.

Wood v Slinn fur con after special Referee's report
Hodgson v De Vosse fur con after Off Referee's report and 2 motns to vary
In re Symson Symson v Hamlin Young v Hamlin
Pyne v Phillips fur con
In re Sargent Sargent v Hitchins fur con

Before Mr. Justice STIRLING.

Causes for Trial (with witnesses).
Stanford v Horsham Local Board act
In re Norwood's Patents, No 21,199 A.D. 1891, and No. 21,374 A.D. 1891, & Patents, &c, Acts petn (ordered to be entered in witness list)
Jeffreys v Jeffreys act & m f j
Shaw v Barton act
Hanftaengl v Empire Palace, ld act
Powell v The Birmingham Vinegar Brewery Co, ld act
In re Brennan Lancaster v Brennan act
Montravel v East Argentine Ry Co, ld act
In re Taylor Bice v Taylor act
Chivers v Horlick act
Fraser v Stillwell act
Chiocheater v Cross act
In re Garbutt Bashford v Garbutt act
In re Campbell Bruce v Moore act
Verner v Frere act
Gill v Wigmore act (no pleadings)
Jenkins v Theophilus act
Musgrave v Burdett act
Capenhurst v Arton act and adjd sums
Betjemann v Betjemann act
In re Ashton Leveson v Barnard act
Edison-Bell Phonograph Corpn ld v Hough act
Watkins v Watkins act
Gosnell v Aerated Bread Co ld act
Newton v Newton act
School Board for Langton v Norcliffe act
Allen v Field act
In re Silvester, Midland Ry Co v Silvester act
Cooper v Pringle act
Tremain v Tremain act
Brooks & Co v Corfield-Smith & Co act
Hastings (trading, &c) v Smith act (no pleadings)
Donaldson v Turner act
C De Murrieta & Co ld v Balli & Son act
Tuson v Harris act
Crompton v Lester act
Viney v Binstead act
Bate v Moody act
Walker v Cliff act
Earl of Carnarvon v Brunt, Bucknall, & Co Same v Same acts (consolidated by order, June 11, 1894)

Causes for Trial Without Witnesses and Adjourned Summonses.

Botten v City & Suburban Permanent &c, Soc adj sums
Mandleberg v Morley adjd sums
Dresser v Bill (1893-D.-1196) m f j

Dresser v Bill (1893-D.-1197) m f j
In re Wilkes Bower v Goodman adjd sums
In re Lyaley Kennedy v Arkwright adjd sums
In re Horlock Calham v Smith adjd sums
In re Wace Arnett v Wace adjd sums
In re Cullerne Areher v Rutter act
Goodman v Glasier question of law (set down in Non-Witness List by Order)
Sixth West Kent Mutual Permanent Building Soc v Shore special case
Milne v Easton act
Howard v Fanshawe act
In re McLean & Lloyd's Contract
In re Williams Williams v Williams adjd sums
In re Revill Meggit v White adjd sums
In re Stone Baker v Stone adjd sums
Wilkinson v Wilkinson m f j
In re Bradbury Bradbury v Winterbottom adjd sums
Winterbottom v Bradbury act (no pleadings)
Baker v Sansom, Teale & Co adjd sums
In re Gunston's Trusts Gibson v Pegler two adjd sums, dated Nov 10, 1892, and Oct 24, 1894
In re Lockwood Whitlark v Turner adjd sums
In re Irwin Barton v Irwin adjd sums
In re Joell Roebuck v Roebuck adjd sums
In re Jenkins Jenkins v Pembroke adjd sums
In re The Mersey Ry Co two adjd sums, dated Nov 6 & 7, 1894
In re Townsend's Contract & V & P Act, 1874 adjd sums
In re Duchess of Leeds, Mowbray v Carmarthen adj sums
In re Crocker, Crocker v Green adj sums
Harland v Robinson adj sums
Evans v Baker adj sums
In re Wallis, Taylor v Booth motion to come on as adj sums
In re Andrew, Mellor v Smith adj sums
In re Holmes, Holmes v Waghorn adj sums
Concha v Murieta (Solrs Act, 1860) adj sums
In re Bailey, Alway v Royal Society for Prevention of Cruelty to Animals adj sums
Barrow v Smith two adj sums, dated Oct 25, 1893, and Oct 27, 1894
In re Horsfield Horsfield v Brown adj sums
In re Duke of Marlborough Davis v Whitehead adj sums
Bowen v Wilson mtn for judgt (short)
Carter v Carter adj sums to come on as Non-Witness act
In re Bingley Savary v Hanson adj sums
Tasker v Hosker mtn for judgt (short)
In re Jenkins Jenkins v Davies adj sums
In re Wyatt Emberton v Hills adj sums
In re Sachs Sachs v Sachs adj sums
In re Foster Hague v Foster adj sums

Further Considerations.

In re Solomon Stead v Scheyer fur con
In re Perch Preston v Perch fur con

In re Carew Carew v Carew fur
con (adj from chmbrs)
In re Kidd Coates v Kidd fur
con
In re Freeman Tydeman v Ford
adjd sumns (set down in fur con
list by order)

Before Mr. Justice KEKEWICH.
Causes for trial (with witnesses).

The Oxford, ld v Kirk act (no
pleadings)

Delmege v Delmege (1893—D—
1,207) Delmege v Delmege
(1893—D—2,343) acts consoli-
dated (restored) by order

Attorney-General v Hough act
Barnett v Hough act

Cook v Bleackley act
Davis v Buchanan act & m f j

Trustee of Property of F C Ahlfeldt
v Furneaux act & m f j

Prigoleau v Bradshaw act
Johnston v Braid act (deft bankt
Hunter v Curtis act

Shaw v Wadsworth act
Shaw v J Lind & Son act

Mendoza v Hollingworth act (in-
terrogatories to be answered) by
order

The Ventnor Gas and Water Co v
The Ventnor Local Board act

Batten v C and S Harrison & Co
act

Weightman v Levison act
In re The United Kingdom Electric
Telegraph Co ld (in liquidation)

and the claim of W Hind motn
(entered in Witness List by order
dated Aug 4, 1893)

Rowe v Serff act
The Printing Telegraph and Con-
struction Co of the Agence Havas
ld v Jackson act

Philips v Sharp & Rumsey act
Reid v Wheeler act

In re Watts, Watts v Bateman act
In re Robson, Hewatson v Pigg
act

Batchelor v Rees act and counter-
claim

Salmon v Purvis act
Etherington v Big Blow Gold Mines
ld act (no pleadings)

Morgan v Hemmerde act and
counterclaim, set down by deft
Attorney-Gen v St James & Pall
Mall Electric, & Co ld act

Abbey v Driscoll act & counter-
claim

Stanley v Gruhn act
Sewenig v Callard act

Automatic Fire Check Co ld (in
liquidation) v Jasper act

Bradford District Bank ld v Holds-
worth act (first witness day)

Seddon v Gardner act
Walter v Keen act

Jarvis v Eales act
Shelton v Shelton act

Conde v Tolhurst act
Edey v Walker & Co ld act

English v Armfield act
The British Gold Fields ld v Roberts
act (to come in list after Nos 5
and 8, and any case specially
fixed)

Child v National Provincial Bank of
England ld act

Scott v Alvarez act
Sloman v Mulholland act

Pickering v Sharp act & counter-
claim

Owen v Richmond act (Liverpool
D R)

Mathias & Strickland ld v Clark act
(no pleadings)

Miller v Sternheim act
Williams v Stocking act

Causes for trial (without witnesses).
Attwood v Kemrick act & m f j

Knight v Adams act & m f j (not
before evidence complete)

Bonhote v Henderson act
Palmer v Palmer m f j (short)
Oldrey v Union Works, ld m f j
(short)

Howell v Howell m f j (short)
Weekes v Kent, Sussex, & General
Land Soc, ld m f j (short)

In re Halliday Halliday v Halli-
day act & m f j (Liverpool D
R)

Deacon v Coutts & Co spec cas
Wallraf v Tottenham Lager Beer
Brewery & Ice Factory, ld

Evans v The Same acts for trial,
consolidated (first mtg day as non
witness act)

Adjourned Summonses.
In re Hamilton Trench v Hamil-
ton pt hd

In re Ackroyd Wheelwright v
Ackroyd

Bennett v Bates (oral evidence)
In re Huddleston Eyeston v
O'Reilly

In re Tillett & Co, & Co (taxation)
In re Morgan Morgan v Morgan

In re Stapleton Stapleton v Baker
In re Skevington & Harrison & V &
P Act, 1874

Marshall v South Staffordshire
Trams Co

Lockett v Tarapaca Waterworks
In re Dickinson Dickinson v Arm-
strong

In re Gadd Stone v Stone

Further Considerations.
In re Hemingway Kirk v Firth
fur con

Kent v Kent fur con
In re Smith Arthur v Smith fur
con

Before Mr. Justice VAUGHAN
WILLIAMS.

(Sitting as an additional Judge of
Chancery Division.)

Companies (winding up).
Petitions.

Bidarea Railway and Mines ld (petn
of F Thorn)

Joseph Bull Sons & Co ld (petn of
M T Shaw & Co)

Carenero Railway and Navigation
Co ld (petn of La Compagnie
Generale de Railways a voie
Etroite Societe Anonyme)

Woolley Coal Co ld (petition of
Yorkshire Banking Co ld)

Dawe & Co, ld (petn of A Wit-
church)

Baylis, Gilles & Co, ld (petn of
Bischoff & Rodatz)

Metropolitan Rifle Range Co, ld
(petn of J C T Steward & anr)

Martiny ld (petn of W F Malcomb
& Co)

Same (petn of Mortgage Insee
Corpn)

R C Cutting, Douglas, & Co ld (petn
of Croogon & Co ld)

J G Statter & Co ld (petn of Bedford
Engineering Co)

Lyric Theatre ld (petn of G R Sims
& C Raleigh)

Oxygen Producing Syndicate ld
(petn of Ashmore, Benson, Pease
& Co ld)

Jarvis Conklin Mortgage Trust Co
(petn of E Watson)

Joseph Tinn ld (petn of G D F
Rose & anr)

Premier Concessions of Mozambique
ld (petn of Francis & Johnson)

Collins Digestive Food Co ld (petn
of Trinder & Capron)

D W Forbes & Co ld (petn of J
Russell)

English & Scottish Syndicate ld
(petn of D Mackie)

Eastern Empire Music Hall ld (petn
of G Duxbury)

Millford Haven Shipping Co ld (ptn

of Workington and Isle of Man
SS Co ld)

Perkins & Bellamy ld (petn of
Phoenix Bolt and Nut Co)

Veuve Monnier et res Fils ld (petn
of Portal, Dingwall and Norris)

Stock and Investment Agency ld
(petn of H Cronheim)

Empire of India Corporation ld
(petn of T. R. Wilkinson)

Brayton Oil Engine Co ld (petn of
W C Slaughter)

Robertson Tyre Syndicate ld (petn
of E Durant)

Bank of China, Japan, and The
Straits ld (petn of C H Camp-
bell)

Same (petn of Securities Insee Co
ld)

Same (petn of Alfred Boyd)
Berners Hotel ld (petn of W
Coulson).

Companies.
General Assets Purchase Co ld &
reduced (petn of Co)

Blaina Iron & Tin Plating Co ld &
reduced

Companies (Winding up).
Court Summonses.

Lyric Club ld (to set aside proofs)
Alkaline Reduction Synd ld (settle
list of contributories)

May v Walters ld (for declaration)
Same v Same (to discharge or vary
certificate, filed Aug 24, 1894)

Lands Allotment Co ld (taxation
of bill)

A Salomon & Co ld (remove name
from list)

Amador Gold Mine ld (to dismiss
sumns)

Hutton's Brewery ld (sanction pro-
visional agreement)

Stubber v T Daniel & Co ld (for
sale)

Same v Same (for leave to cross-
examine)

Electric Construction Corpn ld (re-
move name from list)

National Insee and Guarantee
Corpn ld (vary list of contribu-
tories)

London & General Bank ld
(Strachan's application to deter-
mine question as to dividends on
proof)

Same (to determine questions, &c)
Tottenham Lager Beer Brewery &
Ice Factory ld v Bagen's Res-
taurants ld (for directions)

Sale Hotel & Botanical Gardens Co
ld (remove liquidator, &c)

Piccadilly Chambers ld (strike name
off list)

Motions.
National Bank of Wales ld (leave
to issue writ of attachment)

W Brock & Son ld (transfer pro-
ceedings)

Securities Insurance Co ld (rectify
register)

African Landed Estates Co ld (for
discharge of order dated June 21,
1894, as regards applicant)

London & General Bank ld (compel
attendance of witness)

Reuter's International Agency ld
(to vary minutes of order, Nov 15,
1894)

Action for Trial (with witnesses).
Seligman v Prince & Co ld

Before Mr. Justice ROMER.
Causes for Trial.

(With witnesses).
Ross v Woodford act (head of List
by order)

Setterwall & Co v Dorman, Brown
& Co act (not before March 5)

Guthrie v Preston act (Jan 18, sub-
ject to pt hd)

Meredith v Price act
Ainslie v Gill Bros act (pleadings
to be delivered)

Hall v Wildman act (deft dead)
Lacou v Edwards act (deft dead)

London & Scottish Banking & Dis-
count Corpn, ld v Smith act

Transferred by Order dated Aug 13,
1894

Gale v Ingledew act & m f j (plff
dead)

Ecclesiastical Commrs v Wode-
house pt hd (restored)

Bayley v Ovenden act
Davidson v Davidson act (plff
dead)

Chadburn v Mechan act (not be-
fore Jan 21)

Ingham v De Manin De Manin v
Ingham act, claim and counter-
claim

In re Richards Bostock v Richards
act (not before Feb 1)

In re Denham & Sons' Trade Marks
60,774 & 71,541 and Patents,
Designs, &c Acts motn ordered
to go into witness list, June 15,
1894

Marquis of Bristol v Robertson act
(pleadings to be delivered)

Hutchinson v Barker act
Hutchinson v Lafarelle act

Lloyd v Cox act (transferred from
Mr Justice North, by order, dated
Oct 23, 1894)

Transferred by Order, dated 26th
November, 1894.

Davis v Jewell act (pleadings to
be delivered)

Buss v Buss act (no pleadings,
plff bankrupt)

In re Bateson Johnson v Bateson
act

Attorney-Gen v North Mot Trams
Co act

Oridland v King act
Robinson v Clapp act

Eaton v Bale act
Moon v Harris act

Bocquet v Suter & Co act (s o till
after sumns disposed of)

Mortgage Insee Corpn v North &
South Wales Bank act

Attorney-Gen v Harlow act
Lockyer v Harvey act

Pritchard v Millar act
In re Butterfield, Butterfield v
Packett act (not before 21 days
after discovery)

Onslow v Manchester, Sheffield and
Lincolnshire Ry Co act and m
f j

Colman v Boyd act
Leonhardt & Co v Kalle & Co act,
set down by order, dated July 31,
1894 (no pleadings)

Helmore v Rugg act
Browerton v Townsend act

Leigh v Devas act
Bruce v Paterson act

Eddison v Jarmain act & m f j
Sibley v Plaskitt act

Railway Debenture Trust Co, ld v
Mexican Southern Ry, ld act
(set down by defts)

Blockley v Sheard act
Blockley v Bayley & Ferguson act

Lee v Lee act & m f j
Hamlyn v Provident Clerks' Mutual
Life Assoc Assoc act

Merrett v Badham Badham v
Merrett act & counter claim

Hardy, Nathan & Sons v Cruces-
mann act & m f j

In re Aldridge Mill v Aldridge act
Earp v Guardians of Poor of Wal-
sall Union act, set down by
order, dated Aug 3rd, 1894 (no
pleadings, short)

Sharman v London & South-West-
ern Money, Credit, & Discount
Co ld act

Armstrong v Monkhouse (1893—A—721) act
 Armstrong v Monkhouse (1893—A—722) act
 Armstrong v Monkhouse (1893—A—723) act
 Gray v Salaman act
 Hall v Moyle act
 In re Chambers, Chambers v Chambers act
 Marvin v Taylor act
 In re Cooper, Cooper v Stephens & Mackintosh act
 Day v Bell act
 Gibbey v Gibbey act
 Vowles v Colmer act

Hosier v Davis act (no pleadings) set down by order, August 3, 1894
 Seaton v Lewis act
 Lock v Gaskell act
 Ford's Hotel Co ld v Met Electric Supply Co ld act
 Parkinson v Foster act & m f j
 King v King act
 Balkwill v Leominster Gas & Coke Co ld act & m f j
 Balcombe v Lewis act
 Lewis v Anglo-Sardinian Antimony Co ld act
 Elliott, Pearce & Co v Phillips act

Wiltshire The Queen v Everitt & anr (ex pte Earl of Pembroke) Nisi for certiorari for order of licensing JJ
 Met Pol Dist Norris v Birch Magistrate's case
 Monmouthshire, Abergavenny Edwards v Jacob County court defts' appeal
 Chester Highway Board for Hundred of Wirral v Newell Magistrate's case
 Same Same v Same Magistrate's case
 Same Same v Same Magistrate's case
 Same Same v Same Magistrate's case
 Worcestershire, Worcester Hadley & Son v Beedom (Leicester & anr, clm'ts) county court
 Lancashire Brady & ors v Bryning magistrate's case
 London Egleton v Barclay & Co county court pl't's appl
 Devonshire The Queen v Newburn & ors, licensing JJ for Ottery Division (ex pte Casson) nisi for mandamus to hear, &c
 Staffordshire The Queen v Clive & ors, licensing JJ for Firehill North (expte Leake) Nisi for mandamus to hear, &c
 Yorkshire, West Riding The Queen v JJ for the West Riding of the County of York (expte Hawkins) Nisi for mandamus to hear app
 Gravesend, Kent The Queen v Huggins & anr, JJ (expte Clancy) Nisi for certiorari for conviction against T J Clancy
 Surrey Scott v Baring magistrate's case
 London Marshall v The Winchester Steam Laundry Co Mayor's Court pl't's app
 Essex The Queen v Keepers of the Peace & JJ for the County of Essex (expte Holmes) Nisi for mandamus to hear app
 Maidenhead The Queen v Simpson & ors, JJ & anr (expte Thomas) Nisi to state case
 Wrexham The Queen v Bury and ors, licensing JJ (ex parte Robinson) nisi for mandamus to hear application for licence
 Cheshire Deer v Licensing JJ for Wirral Division Quarter Sessions special case appellant's nisi to quash
 Middlesex, Bloomsbury Bangs v Porter (Payne garnishee) county court garnishee's appeal
 Cheshire, Nantwich and Crewe Bracegirdle v Chester county court pl't's appeal
 Glamorganshire The Queen v Jones and ors, licensing JJ (ex parte Davis) nisi for mandamus to grant license
 Durham Dodds v South Shields Assessment Committee Quarter sessions special case appellant's nisi to quash
 Yorkshire (W R) The Queen v County Council of West Riding of York (ex parte Mayor, &c of Rotherham) nisi for mandamus to pay money
 Sussex, Brighton Self v The Hove Commrs county court defendants' appeal
 Wiltshire Smith & anr v Lapham, Surveyor to Chippenham Highway Board magistrate's case
 Met Pol Dist The Queen v Kennedy, Esq, Met Pol Mag & ors (expte Wates) nisi to state case
 Middlesex, Bow Hobbs v Mahood county court defendant's appeal
 Middlesex, Bow Tuck v Gregor & Sons county court defts' app
 Lancashire, Barrow-in-Furness Clayton v Johnson & ors county court pl't's app
 London Knight & ors v London & India Docks Joint Committee county court pl't's app
 Same Rees v Met Ry Co county court pl't's app
 Same London Banking Corp v Ostrehan Mayor's Court pl't's app
 Surrey Upfold v Smith magistrate's case
 Gravesend Clancy v Larkins magistrate's case
 Met Pol Dist Bates v Overseers of Plumstead magistrate's case
 Same Hogg v Same magistrate's case
 Same Vobe v Same magistrate's case
 Same Worlidge v Same magistrate's case
 Carnarvonshire, Carnarvon In re Agricultural Holdings Act, 1893 Griffiths v Morris county court Prohibition Morris's app
 Glamorganshire, Swansea James & anr v Evans county court pl'tiffs' app
 Pembrokeshire, Narberth Lewis v Edwards county court defendant's app
 Kent, Shoerness The Tithes Act, 1891 Ecclesiastical Commissioners v Stallon county court plaintiffs' app
 Warwickshire, Birmingham Gwilliam v Twist & Young county court defts' appl
 Glamorganshire, Swansea Roberts v Jones county court pl't's appl
 Gravesend Stafford v Dyer magistrate's case
 Glamorganshire, Aberdare O'Sullivan v Thomas county court defts' appl
 Middlesex, Westminster Grant v Thompson county court defts' appl
 Middlesex, Westminster Grogan v Heathman & Co county court pl't's appl
 Glamorganshire, Merthyr Tydfil Evans v Royal London Friendly Society County court defts' app
 Northumberland, North Shields Whitley, &c Local Board v Renner county court pl't's app
 Durham, Gateshead Fenwick & anr v Wilson County court defendant's app
 Surrey, Wandsworth Abbott & Co v Wolsey County court defts' app
 Bedfordshire The Queen v County Council of Bedfordshire (expte Higgins) Nisi for mandamus to direct indictment against Highway Authority for Parish of Turvey
 Middlesex, Bow Munday v Perry & Co County court defts' app

(To be concluded.)

HIGH COURT OF JUSTICE. QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1895.

SPECIAL PAPER.

For Argument.

Branson & anr v Lamport & Holt pt hd before Pollock, B, and Grantham, J, Dec 17, 1894 s o for supplemental case to be stated
 Stern & ors v The Queen demurrer, answer and plea to petn of right
 In re an Arbtu between The Yeoman Waterworks Co & Wright special case
 In re an Arbtu between Hamlyn & Co & Kemp This case and opposed motions Nos 19 & 20 to be argued together Special case
 In re an Arbtu between The Manchester Corpn & The Stretford Local Board Special case
 The Board of Trade v The Provident Clerks' & General Guarantee Assoc ld Special case
 Wilkinson v Peel & ors Special case
 East Broken Hill Consols ld v Deesley Points of law
 In re an Arbtu between Jamieson & The Newcastle Steamship Freight Inace Assoc Special case
 Baerelman v Bailey & ors Points of law

OPPOSED MOTIONS.

For Argument.

In re a Solicitor, Expte Incorporated Law Soc (pt hd before Baron Pollock & Mr Justice Grantham, 19th December, 1894)
 In re an Arbtu between Grosse and the Staffordshire Steel, &c, Co
 The Yorkshire Provident Life Assoc Co ld v Gilbert & ors (In re Stack)
 In re Arthur Edward Fenton, a Solr, Expte Cathcart (s.o. until after taxation of Solr's costs)
 In re 8 Appeals (Hood Barrs v Cathcart)
 Hood Barrs v Cathcart
 Hulbert & Crowe v Cathcart
 Hood Barrs v Cathcart
 Same v Same
 Same v Same
 Same v Same
 Same v Same
 Same v Same
 The Proprietary House & Land Corpn ld v Onslow and ors (s o January 12)
 Same v Same (s o January 12)
 In re a Solicitor Expte Incorporated Law Soc
 Pillers & anr v Edwards & anr
 In re a Solicitor, Expte Incorporated Law Soc
 In re an Arbtu between Hamlyn & Co & Roderick, Kemp, & Co (to be heard with special case No 4)
 Same v Same (to be heard with special case No 4)
 Reddaway & ors v Banham & ors
 The Deutsche Bank (Berlin) v Lazard Bros & Co & anr
 Furness, Withey, & Co ld v Link, Same ats Same (by counter-claim)
 Kemes-Tynte & anr v Cardiff Public Hall Co ld
 In re an Arbtu between Maynard & The Skinningrove Iron Co ld
 Stockton Football and Athletic Co ld v Gaston
 In re a Solicitor, Expte Incorporated Law Soc
 In re Same, Expte Same
 In re Same, Expte Same

CROWN PAPER.

For Judgment.

Liverpool v Liverpool Overhead Ry Co v The Mayor, &c of Liverpool (o a v Dec 12, cor Justices Wills & Wright) Quarter Sessions special case. appl'ts' nisi to quash
 Middlesex, Whitechapel Payne v Wilson (o a v Dec 11, cor Baron Pollock and Mr Justice Grantham) county court pl't's app

For Argument.

Nottinghamshire, Nottingham Fairholme v Catton county court defts' appeal
 Met Pol Dist Leconte v Montgomerie magistrate's case
 Hereford Earl of Chesterfield v Fountaine magistrate's case
 London Hildred v Ingram magistrate's case
 Bedfordshire, Luton Brown & ors v Wren & anr county court pl'ts' appeal
 Cumberland, Workington McCord v Cammell & Co county court pl't's appeal

LEGAL NEWS.

APPOINTMENTS.

Mr. WALTER H. BOSEANQUET, solicitor, of Bromley, Kent, has been elected first Chairman of the Bromley Urban District Council. Mr. Boseanquet is a member of the firm of Mullens & Boseanquet, of 11, Queen Victoria-street, and is solicitor to the London Bankers' Association.

Mr. CHARLES JOHN LAST, solicitor, of Windsor, has been appointed Clerk of the Peace for the Borough of Windsor, in the place of Mr. Henry Darvill, deceased.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

WILLIAM HUNT, ALFRED EDWARD BOBBETT, and ADAM COTTAM CASTLE, solicitors (Hunt, Hodson, Bobbett, & Castle), Bristol Dec. 31.

THOMAS JOHN PHELPS, LEONARD CHARLES MARGETSON, and FRANK WALLACE, solicitors (Phelps, Margetson, & Wallace), Gresham-street. So far as regards the said Leonard Charles Margetson. Dec. 31.

ADOLPHUS GRIMWOOD TAYLOR, NORTON JOSEPH HUGHES-HALLETT, and GODFREY MOSLEY, solicitors (Taylor, Simpson, Hughes-Hallett, & Mosley), Derby. So far as the said Norton Joseph Hughes-Hallett is concerned. The said Adolphus Grimwood Taylor and Godfrey Mosley will continue the partnership business under the style or firm of Taylor, Simpson, & Mosley. Jan. 1.

WILLIAM JOHN WOOLLEY, CHARLES DALTON WOOLLEY, WILLIAM FREDERICK BEARDSLEY, and HENRY WRIGHT BOSWORTH, solicitors (Woolleys, Beardsley, & Bosworth), Loughborough. Dec. 31. So far as relates to the said William John Woolley and Charles Dalton Woolley, who quit the firm. The said Charles Dalton Woolley will continue his present practice in the City of London, and the practice at Loughborough will be carried on by the said William Frederick Beardsley and Henry Wright Bosworth under the style or firm of Woolley, Beardsley, & Bosworth. [Gazette, Jan. 4.]

HENRY GRIFFITH THOMAS EGGAR and ARTHUR FOSTER GRIFFITH, solicitors (Griffith, Eggar, & Griffith), Brighton. Dec. 31.

DAVID EDWARDS GRIFFITHS and WILLIAM LA COSTE BOWDEN, solicitors (Griffiths & Bowden), Oldham, Manchester, and Patricroft. Dec. 31. The said David Edwards Griffiths will carry on the Oldham business in his own name at 24, Clegg-street, Oldham. The said William La Coste Bowden will carry on the same business in his own name at 54, Deansgate, Manchester, and at 350, Liverpool-road, Patricroft.

ARTHUR TABOR and GEORGE LIPSCOMB MATTHEWS, solicitors (Tabor & Matthews), Bush-lane, Cannon-street. Dec. 31. [Gazette, Jan. 8.]

Mr. T. B. HOLMES, jun., solicitor, whose partnership with Mr. JOHN HART, with whom he formerly carried on business at 22, Great Winchester-street, E.C., has been dissolved, is now practising at Hull.

GENERAL.

Lord Justice Kay's condition was stated to be far more favourable on Wednesday morning.

Notice was given that there would be a meeting of the judges of the Queen's Bench Division on Friday, the 11th inst., and that the courts would sit on that day at a later hour than usual—namely, at 12 o'clock.

Mr. Henry Blake, clerk to the City Commission of Sewers, has resigned his position, after forty-three years' service, owing to ill-health. The resignation was received with regret, and it was decided to grant a handsome retiring allowance to Mr. Blake. The position is stated to be worth £1,200 a year.

The *Albany Law Journal* says that in a petition for alimony by a Georgia woman who alleges that she is afraid to live in the same house with her husband's daughter, she says of herself that she "is a frail and weak person, not given to belligerent words or action, and is unable to meet Adaline (the daughter) in mortal combat." But the husband in his answer avers that he "does not propose to allow a collision." The wife further alleges that her husband has told divers persons that her child is not his, "being instigated by some evil spirit or Adaline."

The *Central Law Journal* says that Representative Mercer, of Nebraska, recently remarked: "I received a letter the other day regarding a pension case. In it was enclosed the card of a citizen of Auburn, who announced himself upon it as 'a good one-horse lawyer.' On the other side of the card he had printed a number of original definitions: Law—The last guinea of the Supreme Court. Criminal laws—Nets made to catch the little rascals and let the larger ones escape. They differ from fish nets. Going to law is like going to a church fair—you take your chances and pay for them. I thought a man who was as honest as this lawyer seemed to be ought to be helped, said Mr. Mercer, and I hunted up the status of his pension the very next day."

The following is the order of business for hearing probate and divorce causes during the ensuing Hilary Sittings, viz.:—Undeclared matrimonial causes will be taken on the 11th and 12th inst., the 9th and 10th of April, and after motions each Monday during the sittings. Special jury causes will be taken from Tuesday, January 15, to Saturday, January 26, inclusive; and also from Tuesday, March 19, to Saturday, April 6, inclusive. Probate and matrimonial special jury causes will form one list

and will be taken in the order in which they are set down. Common jury probate and matrimonial causes will be proceeded with from Tuesday, January 29, to Saturday, February 16, inclusive, and will form one list. Probate and defended matrimonial causes for hearing before the court itself will be taken from Tuesday, February 19, to Saturday, March 16, inclusive, and will form one list. Summonses before the judge will be heard at 11 o'clock, and motions will be heard in court at 12 o'clock on Monday, January 14, and every succeeding Monday during the sittings.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house 3 guineas; country by arrangement. (Established 1875).—[ADVT.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GILL.—Jan. 5, at Chiswick, the wife of Rockingham Gill, of the Inner Temple, barrister-at-law, of a son.

MARSHALL.—Jan. 7, at Kheleas, Dulwich-wood-park, Upper Norwood, S.E., the wife of Frederic Marshall, solicitor, of a son.

UPTON.—Jan. 4, at Northolme, Commonsidge, Miteham, the wife of G. R. T. Upton, barrister-at-law, of a son.

DEATHS.

FOWKE.—Dec. 27, at St. Albans, the wife of V. de S. Fowke, of Lincoln's-inn, barrister-at-law.

HARDINGHAM.—Jan. 8, at Carrowraffe, Southsea, George Gatton Hardingham, of the Middle Temple, barrister-at-law, aged 86.

OLD AND RARE FIRE INSURANCE POLICIES, &c., wanted to complete a Collection.—Particulars, by letter, to A. R. C., 76, Cheapside, London.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, JAN. 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BANK OF CHINA, JAPAN, AND THE STRAITS, LIMITED—Petn for winding up, presented Jan 2, directed to be heard on Wednesday, Jan 16. Rowcliffe & Co., 1, Bedford row, solom for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 15.

EMPIRE CHEMICAL WORKS, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and particulars of their debts or claims, to John Edwin Denny, 91, Palmerston bldgs, Old Broad st. Le Brasseur & Oakley, New st, Lincoln's inn, solom for liquidator.

FORTHCAWL HOTEL CO, LIMITED—Creditors are required, on or before Feb 8, to send their names and addresses, and particulars of their debts or claims, to Charles E. Farnson, Central chmbrs, Newport, Mon.

ROBERTSON TYRE SYNDICATE, LIMITED—Creditors are required, on or before Feb 4, to send their names and addresses, and particulars of their debts or claims, to William Henry Fox, 9, Austin Friars.

SEDDONS PNEUMATIC TYRE (CONTINENTAL) CO, LIMITED—Creditors are required, on or before Feb 4, to send their names and addresses, and particulars of their debts or claims, to J. F. V. Fitzgerald, 14, Victoria st, Westminster.

SEDDONS PNEUMATIC TYRE CO (FRENCH PATENTS) LIMITED—Creditors are required, on or before Feb 4, to send their names and addresses, and particulars of their debts or claims, to J. F. V. Fitzgerald, 14, Victoria st, Westminster.

STOCK AND INVESTMENT AGENCY, LIMITED—Petn for winding up, presented Dec 18, directed to be heard on Wednesday, Jan 16. Beall & Co, Throgmorton House, Coptball avenue, solom for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 15.

VEUTE MONNIER ET SES FILS, LIMITED—Petn for winding up, presented Dec 18, directed to be heard on Jan 16. Burton, 83, Blackfriars rd, solom for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 15.

WEST LONDON AND COUNTRY LAUNDRY CO, LIMITED—Creditors are required, on or before Feb 16, to send their names and addresses, and particulars of their debts or claims, to Hugh Limebeer, 11, Queen Victoria st. Wrensted & Sharp, Great Trinity lane, solom for liquidator.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

WILLIAM BRAHMAH & CO, LIMITED—Petn for winding up, presented Dec 31, directed to be heard at the Assize Courts, Manageways, Manchester, on Monday, Jan 14, at 10.30. Addleshaw & Warburton, 15, Norfolk st, Manchester, solom for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 12.

London Gazette.—TUESDAY, JAN. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALFRED SHAW & CO, LIMITED—Petn for winding up, presented Jan 7, directed to be heard on Jan 16. Trinder & Capron, 47, Cornhill, solom for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 15.

ODELL, LIMITED—Petn for winding up, presented Jan 7, directed to be heard on Jan 16. Cuttrey & Hawkins, 30, St George st, Westminster, solom for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 15.

SUN VALLEY SAW MILLS CO, LIMITED—Creditors are required, on or before Feb 23, to send their names and addresses, and particulars of their debts or claims to George Edwin White, Thomas st, Waterford. Thornton & Son, Waterford, solom for liquidator.

UNLIMITED IN CHANCERY.

STONECROFT AND GRAYSIDE MINING CO, LIMITED—Creditors are required, on or before Feb 9, to send the particulars of their claims to Richd. Ormond, 34, Grafting st West, Newcastle upon Tyne. L. C. & H. F. Lockhart, Hexham, solom for liquidator.

Jan. 12, 1895.

THE SOLICITORS' JOURNAL.

[Vol. 39.] 1895

CREDITORS' NOTICES.

UNDER TESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, DEC. 28.

COOKE, ROY CHARLES RUSSELL, Somer, Suffolk Feb 7 Smith v Cooke, Stirling, J
Jewelry, Ipswich
SHELWELL, DANIEL, Shenington, Oxford, Farmer Feb 1 Derridge v Shelswell, Keko-
wich, J Stockton, Banbury

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JAN. 4.

RECEIVING ORDERS.

ALSWORTH, ALBERT WILLIAM, Charlbury, Grocer Oxford Pet Dec 31 Ord Dec 31
BARNES, EDWARD GEORGE, Chelsea, Grocer High Court Pet Jan 1 Ord Jan 1
BEAR, WILLIAM, Kingston upon Hull, Publican Scarborough Pet Dec 31 Ord Dec 31
BOLT, ARTHUR, Chorlton Bishop, Water Bailiff Exeter Pet Dec 31 Ord Dec 31
COURT, ANTHONY, Old st, Saw Mill Furnisher High Court Pet Jan 1 Ord Jan 1
CULLERS, RICHARD WILLIAM, Bradford, Painter Bradford Pet Jan 1 Ord Jan 1
EAST, ALFRED, Caterham, Painter Croydon Pet Jan 1 Ord Jan 1
FINN, JOHN, Southampton Southampton Pet Jan 1 Ord Jan 1
GEMMETT, WILLIAM GEORGE, Hampton Hill, Builder Kingston, Surrey Pet Dec 31 Ord Dec 31
HARRINGTON, JOSEPH, Liverpool, Watchmaker Liverpool Pet Dec 31 Ord Dec 31
HOLDS, HENRY CLIFFORD, Folkestone Canterbury Pet Jan 2 Ord Jan 2
JACKSON, MORRIS, Ulverston, Tinsmith Ulverston Pet Dec 31 Ord Dec 31
KIDDELL, FRANCIS, Bristol, Tailor Bristol Pet Dec 31 Ord Dec 31
LAYNE, RICHARD ANDREW, Gainsborough, Licensed Victualler Lincoln Pet Dec 31 Ord Dec 31
MARVELL, TIMOTHY, Mitcheldean, House Decorator Gloucester Pet Jan 2 Ord Jan 2
MARSHALL, WILLIAM, Wellington, Stonemason Madley Pet Jan 2 Ord Jan 2
MITCHELL, WILLIAM HENRY, Streteford, Plumber Salford Pet Jan 2 Ord Jan 2
NUGENT, HIR CHARLES, Wantage, Baronet Oxford Pet Nov 15 Ord Dec 31
OXBOROUGH, CORNET EDWARD, Birmingham, Commission Agent Birmingham Pet Nov 24 Ord Dec 31
PALMER, CHARLES COULSON, Leicester Leicester Pet Dec 29 Ord Dec 29
ROBERTS, HARRIETT, Burton on Trent, Fruiterer Burton on Trent Pet Jan 2 Ord Jan 2
ROBINSON, GEORGE, Croxley, Lincoln, Merchant Farmer Sheffield Pet Jan 1 Ord Jan 1
SCARR, WILLIAM GUYTON, Gt Ravely, Farmer Peterborough Pet Jan 1 Ord Jan 1
SILCOCK, HENRIETTA, Leicester, Glass Dealer Leicester Pet Dec 17 Ord Dec 29
THOMAS, FREDERICK GEORGE, Bottle, Builder Birkenhead Pet Jan 1 Ord Jan 1
TUCKLEY, ASHER, Wolverhampton, Licensed Victualler Wolverhampton Pet Dec 31 Ord Jan 1
TURNER, GEORGE, Hornham, Cabinet Maker Brighton Pet Jan 1 Ord Jan 1
WALKER, HOWARD, Telford, Farmer Leicester Pet Jan 1 Ord Jan 1
WOOD, MARTIN HARVEY GOULTER, Bath, Printer Bath Pet Jan 2 Ord Jan 2

The following amended notice is substituted for that published in the London Gazette, Dec. 11:—
KIRKMAN, EDWIN, Burnley, Dyer Hareley Pet Dec 7 Ord Dec 7

FIRST MEETINGS.

ABROT, FRANK, Swansea, Hairdresser Jan 11 at 3 Off Rec 31, Alexandra rd, Swansea
AUSTIN, JOHN GARNETT, Gt Tower st, Wine Merchant Jan 11 at 2.30 Bankruptcy bldg, Carey st
BACON, DAVID HENRY, Wimbledon, Builder Jan 11 at 11.30 24, Railway approach, London Bridge
BLAKESBOROUGH, ESTHER, Leeds, Widow Jan 14 at 11 Off Rec 22, Park row, Leeds
BUTLER, ALFRED, Long Melford, Grocer Jan 12 at 12 Gt Eastern Hotel, Liverpool st, London
BURY, ARTHUR, Chorlton Bishop, Water Bailiff Jan 17 at 11.30 Off Rec 12, Bedford circus, Exeter
BOWRING, HENRY, Marnage, Skating Rink Proprietor Jan 14 at 12.30 Young & Son, Bank bldg, Hastings
CALLOW, THOMAS, Almerney at Jan 15 at 12 Bankruptcy bldg, Carey st
CAMPELL, JAMES, Hastings, Builder Jan 14 at 1 Young & Son, Bank bldg, Hastings
CLARK, JOHN, Bampf, Farmer Jan 11 at 11.30 Townhall, Rochdale
CODRINO, ROBERT, Wyndhamham, Farmer Jan 12 at 1.30 Off Rec 8, King st, Norwich
COOPER, THOMAS WILSON, Great Yarmouth, Smackowner Feb 5 at 10.30 Lovell's Blaks, South Quay, Great Yarmouth
COUCH, ELIZABETH, Birmingham, Brewer Jan 14 at 11 23, Colmore row, Birmingham
CRAW, FRANK ALBERT, Richmond, Auctioneer Jan 14 at 12.30 24, Railway app, London Bridge
DEAN, GEORGE, Reading, Bricklayer Jan 17 at 11 Queen's Hotel, Friar st, Reading
DUNKIN, JOHN, St Margaret's at Cliffe, Butcher Jan 19 at 9 Off Rec 78, Castle st, Canterbury
FORD, EDWIN, Lockhamptford, Farmer Jan 16 at 12 Few & Drewett, Anticomm, Market pl, Newbury

London Gazette.—THURSDAY, JAN. 1.

BOUGHTON-LEIGH v BOURTON-LEIGH, BOURTON-LEIGH, North, J Capon, Basset pl, Conduit st
HARTLEY, HENRY, Lancaster, Slater Jan 30 Hoggarth v Hartley, Registrar, Preston Tilly, Lancaster

London Gazette.—FRIDAY, JAN. 4.

DANIELS, WILLIAM, Brookhurst Hill, Essex, Builder Feb 1 Evans & Co v Daniels, Stirling, J Smith, Charles sq, Hoxton

FRASER, THOMAS, Hartow on the Hill, Captain Jan 11 at 3 Off Rec 66, Temple chambers, Temple avenue
GRIFFITHS, HUGH OWEN, Brierley Hill, Butcher Merchant Jan 15 at 2 Talbot Hotel, Stourbridge
GUNN, JAMES, Wrentham, Miller Jan 12 at 2.30 Off Rec 8, King st, Norwich
GUTHRIE, EDWIN F, Barnham, Hotel Proprietor Jan 14 24, Railway app, London Bridge
HARRISON, JOHN ARTHUR, and ALEXANDER LUKAS DYKE VIBRAGE, Birmingham, Leather Bag Manufacturers Jan 19 at 11 33, Colmore row, Birmingham
HARRISON, RICHARD, Leeds, Grocer Jan 11 at 11 Off Rec 22, Park row, Leeds
HARVEY, WALTER CHARLES, Ryde, Accountant Jan 11 at 12 18, Quay st, Newport, I W
HILL, JOSEPH, King's Heath, General Dealer Jan 16 at 11 23, Colmore row, Birmingham
HOLMES, JAMES CORNELIUS, Finsbury pavement, Plaster Merchant Jan 11 at 12 Bankruptcy bldg, Carey st
HUNT, THOMAS, Camden Town, Horsedealer Jan 11 at 1 Bankruptcy bldg, Carey st
HUTCHINGS, FRED, Swincollet, Veterinary Surgeon Jan 11 at 2.30 Casino chambers, Casino st, Goolo
JOSE, MARY ANN, Bridgford, Flaxmill Dealer Jan 11 at 11 Off Rec 20, Queen st, Cardiff
KENT, JOHN APPLAGATE, Wellington, Builder Jan 12 at 12.30 County Court bldg, Northampton
LAYNE, RICHARD ANDREW, Gainsborough, Licensed Victualler Jan 11 at 12 Off Rec 31, Silver st, Lincoln
LAWSON, JOHN HENRY, Sheffield, Commission Jan 14 at 3 Off Rec, Highgate lane, Sheffield
LOVE, HENRY, Ryde, Coachbuilder Jan 11 at 11.30 19, Quay st, Newport, I W
MATTHEW, HENRY LUKE, Norton, Builder Jan 15 at 12 Off Rec 30, Princess st, Ipswich
MORGAN, THOMAS, Cardiff, Grocer Jan 15 at 11 Off Rec 20, Queen st, Cardiff
NICHOLSON, THOMAS, Colwyn Bay, Gent Jan 17 at 19 Crypt chambers, Chester
OLIVER, WILLIAM JOHN WOOD, Cheltenham, Milkman Jan 17 at 11.15 County Court bldg, Cheltenham
PAYNE, JOHN, Caerphilly, Grocer Jan 11 at 11.30 Off Rec 20, Queen st, Cardiff
SMITH, JOHN STEPHEN, Redington, Licensed Victualler Jan 15 at 11 23, Colmore row, Birmingham
SYLVESTER, WALTER CASTLEFORD, Cab Proprietor Jan 11 at 11 Off Rec, Bond terrace, Walsfield
TAYLOR, JOSEPH CHARLES, Birmingham, Commission Agent Jan 14 at 12 23, Colmore row, Birmingham
TOWSE, CHARLES, Rochdale, Cowkeeper Jan 11 at 11.45 Townhall, Rochdale
WARD, RICHARD, Luton, Builder Jan 34 at 10.30 Court house, Luton
WILSON, ROBERT, Liverpool, Iron Founder Jan 15 at 2 Off Rec 30, Victoria st, Liverpool
WINTER, ARTHUR, West End, Hants, Dog Trainer Jan 17 at 12 Queen's Hotel, Reading

ADJUDICATIONS.

ALSWORTH, ALBERT WILLIAM, Charlbury, Grocer Oxford Pet Dec 31 Ord Dec 31
BARNES, EDWARD GEORGE, Fulham, Grocer High Court Pet Jan 1 Ord Jan 1
BEAR, WILLIAM, Scarborough, Publican Scarborough Pet Dec 31 Ord Dec 31
BOLT, ARTHUR, Chorlton Bishop, Water Bailiff Exeter Pet Dec 31 Ord Dec 31
CHAMBERS, WALTER FREDERICK, Leamington, Tailor Warwick Pet Nov 23 Ord Jan 2
CORRY, JUDAH, Bow, Commission Agent High Court Pet Nov 5 Ord Dec 31
CULLERS, RICHARD WILLIAM, Bradford, Painter Bradford Pet Jan 1 Ord Jan 1
DACK, ROBERT, Flagg Burgh, Market Gardener Gt Yarmouth Pet Nov 23 Ord Dec 31
HAWARDEN, HUGH, Walsall, Tobacconist Walsall Pet Dec 14 Ord Jan 1
HERRICK, CORNELIUS, Walkbrook, Civil Engineer High Court Pet July 2 Ord Dec 29
HUNT, THOMAS, Camden Town, Horsedealer High Court Pet Nov 23 Ord Dec 29
JACKSON, MORRIS, Ulverston, Tinsmith Ulverston Pet Dec 31 Ord Dec 31
KIDDELL, FRANCIS, Bristol, Tailor Bristol Pet Dec 31 Ord Dec 31
LANGTON, DANIEL WILSON, Malldons, Timber Merchant Malldons Pet Nov 12 Ord Jan 2
LAYNE, RICHARD ANDREW, Gainsborough, Licensed Victualler Lincoln Pet Dec 31 Ord Dec 31
MANI, O.A., Peterborough st High Court Pet Nov 7 Ord Dec 29
MARVELL, TIMOTHY, Mitcheldean, Painter Gloucester Pet Jan 2 Ord Jan 2
MARSHALL, WILLIAM, Wellington, Salep, Stonemason Madley Pet Jan 1 Ord Jan 1
MITCHELL, WILLIAM HENRY, Streteford, Plumber Salford Pet Jan 2 Ord Jan 2
PALMER, CHARLES COULSON, Leicester Leicester Pet Dec 29 Ord Dec 29
ROBERTS, HARRIETT, Burton on Trent, Fruiterer Burton on Trent Pet Jan 2 Ord Jan 2
SCARR, WILLIAM GUYTON, Great Ravely, Farmer Peterborough Pet Jan 1 Ord Jan 1

TAIT, FRANCES MADISON, Newcastle on Tyne, Restaurant Proprietress Newcastle on Tyne Pet Dec 15 Ord Dec 31
THOMAS, FREDERICK GEORGE, Bottle, Builder Birkenhead Pet Jan 1 Ord Jan 1
TUCKLEY, ASHER, Wolverhampton, Licensed Victualler Wolverhampton Pet Dec 31 Ord Jan 1
WALKER, HOWARD, Telford, Farmer Leicester Pet Jan 1 Ord Jan 1
WHITNEY, JAMES ADOLPH, Liverpool, Draper Liverpool Pet Dec 14 Ord Dec 31
WILSON, GEORGE, Fockham, Box Maker High Court Pet Nov 29 Ord Dec 31
The following amended notice is substituted for that published in the London Gazette of Dec. 11:—
KIRKMAN, EDWIN, Burnley, Dyer Hareley Pet Dec 7 Ord Dec 7

London Gazette.—THURSDAY, JAN. 4.

RECEIVING ORDERS.

ACKROD, JOSEPH EDWARD, Manchester, Furniture Remover Manchester Pet Dec 21 Ord Jan 4
BARNES, WILLIAM, & Co, Moorfield, Coal Merchants Warwick Pet Jan 4 Ord Jan 4
BIRCHALL, THOMAS, Cannock, Brough, Farm Labourer Kenilworth Pet Dec 29 Ord Dec 29
BROWN, HENRY, Sheffield, Builder Sheffield Pet Jan 4 Ord Jan 4
BROWN, JOHN, Richmond, Yorks, Innkeeper Northallerton Pet Jan 1 Ord Jan 1
BUDDER, ISAAC RUSSELL, Orisford, Auctioneer Wyke, Mon Pet Jan 4 Ord Jan 4
CHILDS, ALBERT, Bristol, Boot Dealer Bristol Pet Jan 5 Ord Jan 5
COATES, JOHN KNOTTER, Pudsey, Yorks, Grocer Bradford Pet Jan 3 Ord Jan 3
CODLING, JAMES, Gt Grimsby, Engineer Gt Grimsby Pet Jan 4 Ord Jan 4
COOKS & CONY, Coleman st, Builders High Court Pet Nov 14 Ord Jan 5
DAVIS, JOHN FRANK, Perth, Glam, Clothier Pwlltydd Pet Dec 31 Ord Dec 31
DAVIS, WILLIAM JOHN, Lowestoft, Smackowner Gt Yarmouth Pet Jan 5 Ord Jan 5
DAVIS, WALTER LAWRY, Tipton, General Dealer Dudley Pet Jan 4 Ord Jan 4
DICK, JAMES, Oldbury, Licensed Victualler W Hensworth Pet Jan 3 Ord Jan 3
DOWMAN, GEORGE ABRAHAM, Llanidloes, Grocer High Court Pet Jan 4 Ord Jan 4
DREW, WILLIAM HENRY, Bradford, Journalist Bradford Pet Jan 5 Ord Jan 5
FARNER, RICHARD MAURICE, Bham under Hoggard, Farmer Shrewsbury Pet Jan 3 Ord Jan 3
FIRTH, AUGUSTUS ANDERSON, Slammy, Grocer Peterborough Pet Jan 5 Ord Jan 5
GER, GEORGE, Macclesfield, Builder Macclesfield Pet Jan 5 Ord Jan 5
GOT, JOHN, Kingston upon Hull, Grocer Kingston upon Hull Pet Jan 2 Ord Jan 2
HARRIS, DAVID WILLIAM, Ryat HARRIS, and WILLIAM HENRY HARRIS, Reading, Glam, Quarry Proprietors Neath Pet Jan 4 Ord Jan 4
HART, JOSEPH, Stoke Newington, Tailor High Court Pet Dec 15 Ord Jan 4
HODGKIN, JOHN OWEN, Swansea, Grocer Swansea Pet Jan 4 Ord Jan 4
JACKSON, ROBERT, Kingston upon Hull, Ironmonger Kingston upon Hull Pet Jan 4 Ord Jan 4
JAMES, JAMES HENRY HARRIS, Old Broad st High Court Pet Sept 20 Ord Jan 4
JONES, JOHN, Kingston upon Hull, Builder Kingston upon Hull Pet Jan 4 Ord Jan 4
MARTIN, ARTHUR JAMES, Loughport, Smelter Tarncliffe Pet Jan 4 Ord Jan 4
PERRY, FRED, Hyde Park, Railway Contractor High Court Pet Nov 3 Ord Jan 2
PICKARD, JOHN BOTES WESTER, Oulton, Yorks, Joiner York Pet Jan 5 Ord Jan 5
PRICE, WALTER ALFRED, Cheltenham st, Boot Dealer High Court Pet Jan 4 Ord Jan 4
RILEY, RICHARD WILLIAM, Coleman st, Stationer High Court Pet Jan 7 Ord Jan 7
SAVILLE, JOHN HALL, Southport, Outfit Spinner Chillingham Pet Dec 19 Ord Dec 31
SEXTON, FREDERICK, Ipswich, Baker Ipswich Pet Jan 1 Ord Jan 1
SHORE, WILLIAM, Sandiway, Cattle Dealer Derby Pet Jan 3 Ord Jan 3
SOUTHERN, ROBERT, North Yaxley, Farmer Boston Pet Jan 3 Ord Jan 3
SPENCER, WALTER, Ipswich, Carpenter Ipswich Pet Jan 3 Ord Jan 2
STANTON, ALFRED, Walsbury, Musical Dealer Walsall Pet Nov 28 Ord Dec 31
THOMAS, JOHN OWEN, Orisford, Innkeeper Pwlltydd Pet Jan 5 Ord Jan 5
VENTURA BROTHERS, Liverpool, Provision Merchants High Court Pet Dec 3 Ord Jan 3
WELSHWOOD, JOSEPH, Blackheath, Wares, Builder Shrewsbury Pet Jan 2 Ord Jan 2
WHITAKER, FRANK, Plymouth, Fish Chow Plymouth Pet Jan 4 Ord Jan 4

WILLCOX, EDWIN ROBERT, and WILLIAM BARTHELM, London Manufacturers High Court Pet Jan 4 Ord Jan 4
YATES, GEORGE, Atherton, Coal Dealer Bolton Pet Jan 8 Ord Jan 3

FIRST MEETINGS.

ALSWORTH, ALBERT WILLIAM, Charlbury, Grocer Jan 16 at 12 Acting Off Rec, 1, St Aldate's, Oxford
BAILY, WILLIAM ORVILLE, Carmel, Lancs Jan 16 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
BAKER, ELIZA, Glington, Widow Jan 22 at 12 Law Courts, New rd, Peterborough
BEAM, WILLIAM, Scarborough, Publican Jan 16 at 11.50 Off Rec, 74, Newborough st, Scarborough
BOYS, EDWARD ROBERT, Bushey, Farmer Jan 17 at 12.30 Coffee Tavern, High st, Watford
CALVERT, JOHN, Kingston upon Hull, Fishmonger Jan 16 at 11 Off Rec, Trinity House lane, Hull
COATES, JOHN NORTON, Pudsey, Grocer Jan 16 at 12 Off Rec, 31, Manor row, Bradford
COURTNEY, ARCHIBALD, Old st, Sawmill Furnisher Jan 15 at 2.30 Bankruptcy bldg, Carey st
COWELL, ROBERT CHARLES, New Trudegar, Jeweller Jan 15 at 12 Off Rec, 65, High st, Merthyr Tydfil
CULBERT, RICHARD WILLIAM, Bradford, Painter Jan 16 at 11 Off Rec, 31, Manor row, Bradford
DAVIES, JOHN, Llangollen, Farmer Jan 16 at 11.30 The Priory, Wrexham
DENT, MATTHEW, Monkton, Durham, Steamboat Owner Jan 16 at 12 Off Rec, Pink lane, Newcastle upon Tyne
DOTTIE, CHARLES, Pentre, Jeweller Jan 15 at 3 Off Rec, 65, High st, Merthyr Tydfil
DRAYTON, JOHN, Southcombe, Baker Jan 23 at 12.30 Off Rec, 1, Berridge st, Leicester
FARMER, RICHARD MAURICE, Eason under Heywood, Farmer Jan 15 at 2 Off Rec, Shrewsbury
FINE, JOHN, Southampton Jan 18 at 12 Off Rec, 4, East st, Southampton
GRAY, FREDERICK, Upper Clapton, Trench Conductor Jan 16 at 12 Bankruptcy bldg, Carey st
HAIGH, EDWIN, Baxley, Innskeeper Jan 15 at 11.15 Off Rec, 3, Back Regent st, Barnley
HAWARDEN, HUGH, Walsall, Hairdresser Jan 17 at 11.30 Off Rec, Walsall
JAY, ROBERT CHARLES, Limehouse, Tank Manufacturer Jan 16 at 2.30 Bankruptcy bldg, Carey st
KIDDELL, FRANCIS, Bristol, Tailor Jan 16 at 12 Off Rec, Bank chambers, Corn st, Bristol
LEWIS, JOHN, Aberdare, Grocer Jan 17 at 2 Off Rec, 65, High st, Merthyr Tydfil
MARFELL, THOMAS, Mitcheldean, Painter Jan 19 at 12 Off Rec, 16, King st, Gloucester
MARSHALL, WILLIAM, Wellington, Stonemason Jan 15 at 2.30 Off Rec, Shrewsbury
OSWALD, EDWARD HEATH, Eitham, Gent Jan 17 at 12 24, Railway approach, London Bridge, S E
OWEN, DAVID, Barrow in Furness, Driller Jan 19 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
PALMER, CHARLES COULSON, Leicester, Leather Lace Manufacturer Jan 16 at 12.30 Off Rec, 1, Berridge st, Leicester
PERRY, FRED, Old Jewry, Railway Contractor Jan 16 at 2.30 Bankruptcy bldg, Carey st
PICKARD, JOHN BOYES WESTER, Oulton, Yorks, Joiner Jan 21 at 12.30 Off Rec, 55, Stonegate, Yorks
ROBERTS, HARRIET, Burton on Trent, Fruiterer Jan 16 at 3 Off Rec, St James's chambers, Derby
ROSS, THOMAS, Walsall, Harness Furniture Maker Jan 17 at 11 Off Rec, Walsall
SCARS, WILLIAM GUNTON, Gt Raveley, Farmer Jan 22 at 12 Law Courts, New rd, Peterborough
SEXTON, FRED SAMUEL, Ipswich, Baker Jan 15 at 11.30 Off Rec, 56, Princess st, Ipswich
SHENFORD, WILLIAM, Burnley, Builder Jan 18 at 3 North Stafford Hotel, Stoke on Trent
SHOBS, WILLIAM, Sandiacre, Cattle Dealer Jan 16 at 12 Off Rec, St James's chambers, Derby
SHLOOCK, HERBERT, Leicester, Glass Dealer Jan 15 at 3 Off Rec, 1, Berridge st, Leicester
SIMMONS, EDWARD, Kennal rise, Gent Jan 17 at 2.30 Bankruptcy bldg, Carey st
SPENCE, WALTER, Ipswich, Carpenter Jan 15 at 12.30 Off Rec, 28, Princess st, Ipswich
TUCKER, WILLIAM, Pontypriid, Fish Salesman Jan 17 at 12 Off Rec, 65, High st, Merthyr Tydfil
WALKER, ROWLAND, Teigh, Farmer Jan 16 at 12.30 Off Rec, 1, Berridge st, Leicester
WELLS, AUGUSTUS F, Chiswick, Builder Jan 16 at 3 Off Rec, 56, Temple chambers, Temple avenue
WILLIAMS, WILLIAM, Blakeney Farming, Quarryman Jan 20 at 1.15 Market Hall, Blakeney Farming
WILSON, ROBERT, Barrow in Furness, Fruiterer Jan 18 at 12 Off Rec, 16, Cornwallis st, Barrow in Furness
WILSON, THOMAS, Morley on Tyne, Grocer Jan 16 at 11.30 Off Rec, Pink lane, Newcastle upon Tyne
WOOD, EDWIN HERBERT, Wortley, Salesman Jan 16 at 11 Off Rec, 22, Park row, Leeds
WOOD, WILLIAM ATKINSON, Leeds, Cartman Jan 16 at 12 Off Rec, 22, Park row, Leeds
YATES, GEORGE, Atherton, Coaldealer Jan 17 at 10.30 16, Wood st, Bolton

ADJUDICATIONS.

ACKROYD, JOSEPH RICHARD, Manchester, Furniture Remover Manchester Pet Dec 21 Ord Jan 4
BARAGOLE, LOFTUS JOHN, Liverpool, Electrical Engineer Liverpool Pet Nov 13 Ord Jan 4
BIRRENGE, THOMAS, Church Brough, Farm Labourer Kendal Pet Dec 29 Ord Jan 2
BOYES, SCARLE WILSON, Ludgate hill, Outside Broker High Court Pet Dec 7 Ord Jan 4
BRAHAM, JOSEPH, Liverpool, Wireworker Liverpool Pet Nov 29 Ord Jan 4
BROWN, HENRY, Sheffield, Joiner Sheffield Pet Jan 4 Ord Jan 4
BROWN, JOHN, Richmond, Yorks, Innskeeper Northallerton Pet Dec 31 Ord Jan 1
COATES, JOHN NORTON, Pudsey, Grocer Bradford Pet Jan 8 Ord Jan 3

COULSON, JAMES, Gt Grimsby, Engineer Gt Grimsby Pet Jan 4 Ord Jan 4
COUCH, ELIZABETH, Birmingham, Retail Brewer Birmingham Pet Dec 3 Ord Jan 2
DAVIES, JOHN PETER, Forth, Clothier Pontypriid Pet Dec 31 Ord Dec 31
DAVIES, JOAN RHYDDERCH, Westminster, Insurance Agent High Court Pet May 7 Ord Jan 2
DAVIS, WILLIAM JOHN, Lowestoft, Snackowner Gt Yarmouth Pet Jan 4 Ord Jan 5
DAVIS, WALTER LAWRY, Tipton, General Dealer Dudley Pet Jan 3 Ord Jan 4
DICK, JAMES, Oldbury, Licensed Victualler West Bromwich Pet Jan 2 Ord Jan 2
DREW, WILLIAM HENRY, Bradford, Journalist Bradford Pet Jan 5 Ord Jan 5
FIRE, JOHN, Southampton Southampton Pet Jan 1 Ord Jan 5
FIRTH, AUGUSTUS ANDREWS, Ramsey, Grocer Peterborough Pet Jan 5 Ord Jan 5
FRASER, THOMAS, Hatrow on the Hill, Captain St Albans Pet Dec 18 Ord Jan 1
GER, GEORGE, Macclesfield, Builder Macclesfield Pet Jan 5 Ord Jan 5
HARRIS, DAVID WILLIAM, EVAN HARRIS, and WILLIAM HENRY HARRIS, Resolven, Glam, Colliery Proprietors Neath Pet Jan 4 Ord Jan 4
HARVEY, WALTER CHARLES, Ryde, Accountant Ryde Pet Nov 26 Ord Dec 26
HILL, JOSEPH, King's Heath, General Dealer Birmingham Pet Dec 19 Ord Jan 3
HUGHES, JOHN OWEN, Swansea, Grocer Swansea Pet Jan 4 Ord Jan 4
JACKSON, ROBERT, Kingston upon Hull, Ironmonger Kingston upon Hull Pet Jan 4 Ord Jan 4
JAY, ROBERT CHARLES, Limehouse, Tank Manufacturer High Court Pet Dec 13 Ord Jan 4
JONES, JOHN, Kingston upon Hull, Builder Kingston upon Hull Pet Jan 4 Ord Jan 4
LOVE, HARRY, Ryde, Coachbuilder Ryde Pet Dec 17 Ord Dec 23
MARTIN, ARTHUR JAMES, Landport, Grocer Portsmouth Pet Jan 4 Ord Jan 4
NEWTON, HENRY, Bristol, Provision Broker Bristol Pet Dec 10 Ord Jan 4
PRESTON, ARTHUR, Pockham High Court Pet Nov 1 Ord Jan 2
ROSS, THOMAS, Walsall, Harness Furniture Maker Walsall Pet Dec 27 Ord Jan 3
SALF, ALEXANDER, Bristol, Clockmaker Bristol Pet Dec 29 Ord Jan 3
SEXTON, FRED SAMUEL, Ipswich, Baker Ipswich Pet Jan 1 Ord Jan 1
SHOBS, WILLIAM, Sandiacre, Cattle Dealer Derby Pet Jan 3 Ord Jan 3
SEXTON, JOHN STEPHEN, Erdington, Licensed Victualler Birmingham Pet Sept 14 Ord Jan 3
SOUTHERN, ROBERT, North Kyne, Farmer Boston Pet Jan 2 Ord Jan 2
SPENCE, WALTER, Ipswich, Carpenter Ipswich Pet Jan 2 Ord Jan 2
STANTON, ALFRED, Wednesbury, Instrument Dealer Walsall Pet Nov 29 Ord Jan 3
TUPPER, WILLIAM, Worthing, Coal Merchant Brighton Pet Dec 29 Ord Jan 4
WELLS, AUGUSTUS F, Chiswick, Builder Brentford Pet April 26 Ord Jan 1
WESTWOOD, JOSEPH, Blackheath, Worcs, Builder Stourbridge Pet Jan 3 Pet Jan 3
WHITAKER, FRANK, Plymouth, Fish Curer Plymouth Pet Jan 3 Ord Jan 4
YATES, GEORGE, Atherton, Coal Dealer Bolton Pet Jan 8 Ord Jan 3

SALES OF ENSUING WEEK.

Jan. 16.—MESSRS. CHARLES & TUBBS, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents (see advertisement, Dec. 22, Jan. 5; this week, p. 1).
Jan. 16.—MESSRS. EDWIN FOX & BOWFIELD, at the Mart, E.C., at 2 o'clock, £12,000 Stock in the Royal Exchange Assurance Corporation; and Leasehold Property (see advertisement, Jan. 5, p. 4).
Jan. 18.—MESSRS. BAKER & BONS, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents (see advertisement, this week, p. 4).

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Postage, 52s. WEEKLY REPORTER, in wrapper, 26s.; by Post, 28s. SOLICITORS' JOURNAL, 26s. 6d.; by Post, 28s. 6d. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

WEYBRIDGE URBAN DISTRICT COUNCIL.

APPOINTMENT OF CLERK.

The WEYBRIDGE URBAN DISTRICT COUNCIL invite Applications for the Appointment of Clerk, at a Salary of £100 per annum.

The duties will include attending the meetings of the Council and of Committees, keeping the minutes and accounts, conducting the correspondence, examining all accounts, and giving all notices.

Applications, stating qualifications, with copies of not more than three testimonials, endorsed "Application," must be sent to the Chairman, E. TILL, Esq., Studley, Weybridge, before the 23rd January instant.

By Order of the Council,

GEO. WHEELER,
Clerk pro tem.

Chartsey, 9th January, 1895.

CITY OF LONDON.

To Trustees and Others.

MESSRS. CHARLES & TUBBS will offer for SALE by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY NEXT, JANUARY 16th, 1895, at TWO o'clock precisely, the valuable FREEHOLD GROUND RENT of £403 14s. 6d. per annum arising out of the handsome modern premises, Nos. 37 and 39, Shoe-lane, with reversion to the estimated rack rental of £1,800 per annum in about 78 years.

Particulars may be obtained at the Mart, Messrs. Wood, Bird, & Wood, Solicitors, 16, Eastcheap, E.C., and at the Auctioneers' Offices, 1, Gresham-street, E.C., and Littlestone-on-Sea, Kent.

MESSRS. STIMSON & SONS,

Auctioneers, Surveyors, and Valuers,
8, MOORGATE STREET, BANK, E.C.,

AND
2, NEW KENT ROAD, S.E.

(Opposite the Elephant and Castle).

AUCTION SALES are held at the Mart, Tokenhouse-yard, City, on the second and last Thursdays in each month and on other days as occasion may require.

STIMSON & SONS undertake SALES and LETTINGS by PRIVATE TREATY, Valuations, Surveys, Negotiations of Mortgages, Receiverships in Chancery, Sales by Auction of Furniture and Stock, Collection of Rents, &c. Separate printed Lists of House Property, Ground-Rents for Sale, and Houses, &c., to be Let, are issued on the 1st of each month, and can be had gratis on application or free by post for two stamps. No charge for insertion. Telegraphic address, "Servabo, London."

AUCTION SALES AT DEPTFORD, WOOLWICH, LONDON, AND ELSEWHERE.

MESSRS. HARDS & BRADLY, Auctioneers, Estate Agents, and Valuers, hold Periodical SALES at the "DOVER CASTLE," DEPTFORD; WOOLWICH; at the MART, CITY, and elsewhere. Messrs. Hards & Bradly, who also undertake Real Estate Collections, Surveys and Valuations for all purposes will be pleased to quote terms for the Sale of Properties intended to be submitted to Public Auction or otherwise. —Offices: Greenwich and 106, Fenchurch-street, E.C.

MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

AUCTION SALES.

MESSRS. FIELD & SONS' AUCTIONS

takes place MONTHLY, at the MART, and include every description of House Property. Printed terms can be had on application at their Offices. Messrs. Field & Sons undertake surveys of all kinds, and give special attention to Rating and Compensation Claims. Offices: 54, Borough Hill-street, and 52, Chancery-lane, W.C.

TREADWELL & WRIGHT, of Devereux-court, Temple, W.C., Legal and General Shorthand Writers, are carrying on the Business begun by W. TREADWELL in 1845; Typewritten Transcripts; Legal and General Copying in Typewriting at Stationers' Charges; Competent Shorthand Clerks for Emergencies and Arrangements.

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